

California High-Speed Train Project



Request for Proposal for Design-Build Services

RFP No.: HSR 11-16 Addenda Change Log for Addendum No. 6

This change log contains the list of changes to the initial release of RFP HSR 11-16, as issued on March 22, 2012, including Addendum No. 1, 2, 3, 4, 5 and documents the changes, additions and deletions to the following documents thereof:

Book	Part	Sub-part	Title
1	A-C	1	Instructions to Proposers, Forms and Certs
2	A	1	Signature Document
2	A	2	Special Provisions
2	B	1	General Provisions
2	C	1	Scope of Work
2	C	2	Scope of Work – Attachment 1 – Limits and Extents of Work Table
2	C	4	Scope of Work – Attachment 3 – Scoping Typical Sections
2	C	5	Scope of Work – Attachment 4 – Scope Elements Matrix
2	C	6	Scope of Work – Attachment 5 – Mandatory Standard Specifications Listing
2	C	7	Scope of Work – Attachment 6 – Mandatory Special Specifications Listing
3	A	3	Revised Small Business and Disadvantaged Enterprise Program
3	A	4	Interim Policy to Reference Caltrans' Right of Way Manual (LOG ONLY)
3	B	2	Reliability, Availability, Maintainability (RAM)
3	B	8	Cost and Schedule Program Plan (NEW ADDITION)
3	B	9	Milestone Data Pack (NEW ADDITION)
3	C	1	Design Criteria (LOG ONLY)
3	D	1	Master and Cooperative Agreements, Task Orders and Other Utility Documents
3	D	6	CP01 Transportation Mitigation
3	E	1	Directive Drawings
3	E	4	Right of Way Acquisition Plan
3	E	5	Geotechnical Baseline Report (NEW ADDITION)
4	A	3	CP01B Design Plans
4	C	1	Standard Specifications (LOG ONLY)
4	D	4	Topographic Mapping



Addenda Change Logs

RFP Document: Book 1, Parts A-C, Instructions to Proposers, Forms and Certs

☐ New Document

☒ Revised Document

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Change No.	Description	Location
1	Deleted the following and replaced with "extend approximately twenty-nine (29) miles in length and will" in the first line of the second full paragraph under Section 1.1.3, Project: "The Project will extend from twenty-three (23) to twenty-nine (29) miles in length depending on the final alignment selected through the environmental process."	B.1, Pt A, Page 2
2	Deleted "under the "Differing Site Conditions" clause (Section 22) of the General Provisions" from the end of the last paragraph under Section 1.2, Construction Package 1 Request for Proposals.	B.1, Pt A, Page 3
3	Replaced "the Best Value Proposal, as defined in Book 2, General Provisions, Section 1" with "the Proposal that receives the highest combined score" in the definition for "Best Value Proposer", second bullet under Section 2, Definitions. Deleted a semicolon and "(iv)" from around "and" in the third sub-bullet under the definition for "Financial Statements", third bullet under Section 2, Definitions.	B.1, Pt A, Page 4
4	Inserted the following definition between "Principal Participant" and "Proposer" under Section 2, Definitions: " Proposal Schedule – A schedule with a level of detail at Level 1 or 2 with a breakdown that outlines all major features or elements of the work for each geographical location of the Project. Replaced "and" with "including" in the second line of the thirteenth bullet (definition for "Proposer Team") under Section 2, Definitions.	B.1, Pt A, Page 5
5	Replaced "a Proposer" with "an Offeror" in the first line of the seventeenth bullet (definition for "Statement of Qualifications (SOQ)") under Section 2, Definitions.	B.1, Pt A, Page 6



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Change No.	Description	Location
6	<p>Deleted the row for "ARRA Funding Deadline" from Table 2, Anticipated Project Implementation Plan under Section 3, Procurement and Project Schedules.</p> <p>Inserted a row above "Final Acceptance" as the second row with "Substantial Completion" under the "Activity" column and "December 2017" in the "Approximate Date" column and "Contractor" with under the "Responsibility" column of Table 2, Anticipated Project Implementation Schedule under Section 3, Procurement and Project Schedules.</p> <p>In the third row under the "Approximate Date" column replaced "2017" with "2018" of Table 2, Anticipated Project Implementation Schedule under Section 3, Procurement and Project Schedules.</p>	B.1, Pt A, Page 7
7	Deleted ", including completion of the ICS and FRA approval of a final report submitted by the Authority on or before September 30, 2017" from the end of the paragraph under Section 4.1, Schedule.	B.1, Pt A, Page 8



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8	<p>Replaced reference to "49 CFR Part 26.53" with "Title VI" in the second paragraph of Section 4.8, Overall Project Small Business Goal.</p> <p>Deleted "as described above" from the end of the first sentence in the first paragraph under Section 5.1, Environmental Analysis</p> <p>Deleted "After considering the initial public comments for Merced to Fresno, the Authority" and replaced with "Following the close of the comment period on the Merced to Fresno Draft EIR/EIS, the FRA and Authority considered all substantive comments, and" then replaced "for the" with "to be included in the" after "alignment," and replaced "HSR Project" with "Final EIR/EIS" after "Fresno" in the first sentence of the second paragraph under Section 5.1, Environmental Analysis.</p> <p>Deleted "is anticipated to" after "FRA" and replaced "issue a" with "issued its" then replaced "in August 2012 following the Authority Board's action" with "on September 18, 2012" in the last sentence of the second paragraph of Section 5.1, Environmental Analysis.</p> <p>Inserted "the Draft" before "Fresno", "environmental document" after "Bakersfield" and "prepared and" after "FRA" in the first sentence of the third paragraph of Section 5.1 Environmental Analysis</p> <p>Inserted "The comment period for the revised DEIR/EIS closed on October 20, 2012." As a new sentence after the first sentence in the third paragraph under Section 5.1, Environmental Analysis.</p> <p>Inserted "received by the deadline" after "comments" in the third sentence of the third paragraph under Section 5.1, Environmental Analysis.</p> <p>Deleted "subsequent" after "following the close of the" in the third sentence of the third paragraph under Section 5.1, Environmental Analysis.</p> <p>Capitalized two instances of "Project" in the first sentence of the fourth paragraph under Section 5.1, Environmental Analysis.</p> <p>Replaced "January" after "anticipated in" with "the spring of" and inserted "by June 2013" at the end of the fourth sentence of the third paragraph of Section 5.1, Environmental Analysis.</p>	B.1, Pt A, Page 10



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9	<p>Replaced "each of the" with "the Merced to Fresno Final EIR/EIS and the Fresno to Bakersfield Revised" then inserted "/Supplemental" after "DEIR" in the fifth paragraph under Section 5.1, Environmental Analysis.</p> <p>Replaced "Book 4, Part B, Section 2 and 3" with "the Geotechnical Baseline Report for Bidding (GBR-B), Book 3, Part E" in the first sentence under Section 5.2, Investigations of Site Conditions.</p> <p>Deleted "environmental" from after "right-of-way" in the last sentence of the first paragraph under Section 5.4, Right-of-Way.</p>	B.1, Pt A, Page 11
10	Replaced "Draft EIR/EIS" with "current environmental documents" after "pre-dated the" and "latest" with "most recent" after "and the" in the second sentence of the first paragraph under Section 5.7, Design Information.	B.1, Pt A, Page 12
11	Deleted "(the "Best Valued Proposer)" from the end of the second paragraph under Section 7.1, General.	B.1, Pt A, Page 13
12	Inserted "Execpt as otherwise provided by the Authority," before a lowercased "questions" at the beginning of the first paragraph under Section 7.5.1, Proposer Requests.	B.1, Pt A, Page 14
13	<p>Replaced "Category" with "Class" twice in the third sentence of the third paragraph under Section 7.5.1, Proposer Requests.</p> <p>Deleted the following and renamed Section 7.6 as "Not Used":</p> <p>"Site Visits</p> <p>Proposers will be permitted one (1) visit with Authority representation of portions of the Project Site. Authority will notify Proposers in writing of the date for the visit and specific parameters related to the visit. Attendance at the site visit by Proposers shall be mandatory. Each Proposer shall, by submission of a Proposal, be deemed to have participated in the site visit and to have satisfied itself as to the conditions to be encountered in performing the Work."</p>	B.1, Pt A, Page 15



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14	Deleted "Authority hosted site visit" as the fourth bullet under Section 7.8.1, Mandatory Meetings. Deleted cross reference to "Table 2" and replaced with cross reference to "Section 3" in the second sentence of the first paragraph under section 7.8.2, One-on-One Meetings.	B.1, Pt A, Page 18
15	Replaced "Title 49 Code of Federal Regulations, Part 26" with "Title VI" in the first paragraph under Section 7.11.1, Small Business Utilization. Replaced "49 C.F.R., Part 26" with "Title VI" in the second paragraph under Section 7.11.1, Small Business Utilization.	B.1, Pt A, Page 20
16	Inserted "the" before "Authority" in two instances in the third sentence and replaced "for" with "of" in the last sentence of the second paragraph under Section 7.12, Payment for Work Product. Inserted "a protest... the" after "submit" and deleted "protests" after "Authority" in the first sentence of the first paragraph under Section 7.13.1, Protest Regarding the RFP Documents or the Procurement Process.	B.1, Pt A, Page 22
17	Deleted "mailto:" and replaced with "E-mail:" in the last row of the contact information under the first paragraph of Section 7.13.1, Protest Regarding the RFP Documents or the Procurement Process.	B.1, Pt A, Page 23
18	Replaced "Alternative Technical Concept" with "ATC" after "part of" in the three instances of the paragraph under Section 7.16.6, Design Variances and ATCs. Spelled out "2" in the first sentence of the paragraph under Section 8.1, Two-Step Best Value Selection Process.	B.1, Pt A, Page 32



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19	<p>Replaced "Recommend" with "Commence limited negotiations with...Best Value" at the beginning and "receiving the highest combined score to proceed with limited negotiations" with "or recommend award of the Contract as set forth in the RFP, as determined by the Authority, at its sole discretion" from the end of the fifth bullet under Section 8.1.2, RFP-Second Step Evaluation Process.</p> <p>Replaced "Negotiate" with "Recommend", inserted "of" after "award", and replaced "with" with "to" then inserted "following negotiations or proceed to negotiations with the next highest ranked Proposer" in the last bullet under Section 8.1.2, RFP-Second Step Evaluation Process.</p> <p>Replaced "to" with ", and may, in its sole discretion" after "the RFP" in the first sentence of the first paragraph under Section 8.2.1, Compliant Proposal.</p>	B.1, Pt A, Page 33
20	Replaced "CD-ROM Diskette" with "DVD-R Disc" in the first sentence then inserted "The Price Proposal and all price-related documentation required under Section 9.4, including," and lowercased "three" thereafter in the second sentence of the first paragraph of Section 8.2.2, General Requirements.	B.1, Pt A, Page 34
21	<p>The following was moved from the fourth bullet and after to the third bullet and after with the underlined text indicating new inserted language under Section 8.2.2, General Requirements:</p> <ul style="list-style-type: none"> Documents should shall be prepared in single-spaced type, 12 point font, on 8-1/2" x 11" sheets printed double-sided. <u>Drawings or charts may be submitted on 11 inch by 17 inch and/or 8 1/2 inch by 11 inch white paper.</u> A page is considered to be a single side of an 8-1/2" x 11" or 11" x 17" sheet, as applicable. Pages shall be numbered at the bottom to show the page numbers and total number of pages in the response; (e.g., Page 1 of 10, Page 2 of 10, etc.). Proposers should shall present information clearly and concisely. Documentation that is illegible may be rejected and may lead to disqualification. <u>Text for tables and graphics may be smaller than 12 point font, but must be readable. Text that is too small to be readable will not be evaluated as part of the submittal. (under lined text of this bullet was the fifth bullet in Addendum 3)</u> The information must be easily reproducible by normal black and white photocopying machines. Color photographs, renderings, and brochures must be adequately bound and suitably protected for handling and 	B.1, Pt A, Page 34-35



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	<p>circulation during review.</p> <p>Moved the following from the seventh bullet position to the eighth bullet position under Section 8.2.2, General Requirements:</p> <p>“• The Executive Summary shall be no more than 10 pages in length and shall not be counted against the Technical Proposal 100-page count.”</p> <p>Inserted “; structural design solutions required by Section 8.2.7; and sketches, renderings, and drawings submitted as part of an approved ATC” at the end of the seventh bullet point under Section 8.2.2, General Requirements.</p> <p>The following inserted as the eleventh bullet under Section Section 8.2.2, General Requirements:</p> <p>“• The Proposal shall included appropriate evidence that required forms and certifications have been duly authorized and validly executed and delivered as described below:</p> <ul style="list-style-type: none"> - A response from an individual, sole proprietorship, or a proposed operation under a trade name, shall be signed by the business owner. - A response by a corporation shall be executed in the corporate name by the President or Vice-President (or another corporate officer accompanied by the evidence of authority to sign), and the corporate seal shall be affixed and attested by the corporate secretary or assistant secretary. The signature and corporate seal shall be placed on the Transmittal Letter. - A response by a partnership shall be executed in the partnership name and signed by all partners; the official address of the partnership shall be shown below the signatures.” <p>With the following as the last sub-bullet under the eleventh bullet under Section 8.2.2, General Requirements:</p> <p>“- Alternatively, if the entity signing is a joint venture or partnership, each joint venture member or partner may provide an original or certified copy of a notarized document granting a power of attorney to an individual authorized to act on behalf of the Proposer (“Proposer’s Official Representative”), specifically stating that such individual has the authority to act as the authorized representative for each partner or joint venture member in its individual capacity.”</p> <p>Replaced “should” with “shall” in the first two sub-bullets of the last bullet under Section 8.2.2, General Requirements.</p>	



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22	<p>Replaced "180" with "360" in the first sentence of the paragraph under Section 8.2.4, Proposal Validity Period.</p> <p>Inserted "the" before three instances of "Authority" in the first and second sentences of the fourth paragraph and in the last sentence of the sixth paragraph under Section 8.2.5, Escrowed Proposal Documentation.</p>	B.1, Pt A, Page 36
23	<p>Inserted "and specifically authorized to act on behalf of each Principal Participant in its individual capacity" in the parenthetical of the first, tenth and eleventh bullets under Section 8.2.7, Mandatory Documents for Inclusion in the Proposal.</p> <p>Inserted "shall be executed by the Proposer" at the end of the second bullet under Section 8.2.7, Mandatory Documents for Inclusion in the Proposal.</p> <p>Inserted "shall be executed by the Proposer and by each Major Participant" at the end of the third bullet under Section 8.2.7, Mandatory Documents for Inclusion in the Proposal.</p> <p>Replaced "by the Proposer and by the Official Representative designated by all members of the Proposer Team" with "by each subcontractor that does not qualify as a Major Participant" at the end of the fourth bullet under Section 8.2.7, Mandatory Documents for Inclusion in the Proposal.</p> <p>Replaced five instances of "s designated by all members of the Proposer Team" with "for each respective Proposer Team member, unless an original or certified copy of a notarized document granting a power of attorney to and specifically authorizing the Proposer's Official Representative to act as the representative for each individual member of the Proposer team is provided" at the end of the sixth, seventh, eighth, ninth and twelfth bullets under Section 8.2.7, Mandatory Documents for Inclusion in the Proposal.</p> <p>Replaced "may" with "shall not" and "no" with "any" in the first line of the fourth sub-bullet of the fourteenth bullet under Section 8.2.7, Mandatory Documents for Inclusion in the Proposal.</p>	B.1, Pt A, Page 38



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24	<p>Deleted the following as the eighteenth and nineteenth bullets under Section 8.2.7, Mandatory Documents for Inclusion in the Proposal:</p> <p>"A Cash Flow Curve, presented in monthly increments and reflecting milestone payments anticipated by the Proposer pursuant to the cost and resource-loaded schedule also submitted as part of the Price Proposal. The Cash Flow Curve established by the Price Proposal constitutes a cap on cumulative milestone payments. Payment of any amounts included in an invoice which exceed the maximum aggregate amount payable under the Cash Flow Curve will be deferred (without interest) until funds are available under the Cash Flow Curve.</p> <p>Escrowed Proposal Documents (EPDs) as described in Section 8.2.5 and Escrowed Proposal Document Certification (Cert. 15)."</p>	B.1, Pt A, Page 39
25	Replaced "Proposal" with "Financial Statements" in the last sentence of the second paragraph of the third bullet under Section 9.2.3, Financial Data.	B.1, Pt A, Page 45
26	Moved ", including credit rating outlook[(s)] from after "changed" to after "rating(s)" in the first line of the second paragraph of the fourth bullet under Section 9.2.3, Financial Data.	B.1, Pt A, Page 46
27	<p>Replaced "should" with "shall" in the second sentence of the second paragraph under Section 9.3, Technical Proposal Weighted Evaluation Criteria.</p> <p>Inserted the following as the first and second bullets under Section 9.3.1, Ability to Meet Schedules (15 points):</p> <ul style="list-style-type: none"> • The Proposal Schedule demonstrates a complete understanding of the Scope of Work, inclusive of all phasing and sequencing considerations. • The Proposal Schedule demonstrates a clear understanding of all relevant work constraints to performing the work including, but not limited to, right-of-way access constraints, accommodation of utility relocations, permitting restrictions, and environmental/seasonal constraints." 	B.1, Pt A, Page 47



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28	<p>Inserted "...s schedule narrative" after "The Proposer" in the fourth bullet under Section 9.3.1, Ability to Meet Schedules (15 points).</p> <p>Inserted the following as the fifth and sixth bullet under the first introductory sentence under Section 9.3.1, Ability to Meet Schedules (15 points):</p> <ul style="list-style-type: none"> "• The Proposer's schedule narrative explains how the project will be staffed with all required labor and resources, listing all assumptions. • The Proposer's schedule narrative addresses its material procurement plan, identifying strategy for any long lead item(s)." <p>Edited the first bullet under the second introductory sentence under Section 9.3.1, Ability to Meet Schedules (15 points) as follows:</p> <p><i>Addendum No. 4:</i></p> <ul style="list-style-type: none"> • "Project Schedule – A full resource-loaded schedule in Primavera P6 XER files that contains critical path and milestone items <ul style="list-style-type: none"> – Electronic XER Copy of Schedule – Hard Copy of schedule containing the proposed milestones and showing the critical path at an executive summary level – Electronic lineal schedule of the work" <p><i>Addendum No. 6: (The underlined text below shows the edited text.)</i></p> <ul style="list-style-type: none"> • "<u>Proposal Schedule</u> – <u>The Proposer shall prepare a Proposal Schedule that is produced in the latest version of Primavera P6 (preferably Version 8.2) and provide an XER file of the entire Proposal Schedule to the Authority for review and assessment.</u> <ul style="list-style-type: none"> • <u>An electronic XER file copy of the Proposal Schedule</u> • <u>Hard Copy of the Proposal Schedule</u> • <u>Electronic lineal schedule of the work"</u> 	B.1, Pt A, Page 48



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Change No.	Description	Location
29	<p>Replaced "Contractor's Milestones" with "Complete list of all the Contractor's proposed payment milestones" as the second bullet under the second introductory sentence under Section 9.3.1, Ability to Meet Schedules (15 points).</p> <p>Inserted "Proposer's proposed" and lowercased "approach to earned value reporting" in the third bullet under the second introductory sentence under Section 9.3.1, Ability to Meet Schedules (15 points).</p> <p>Inserted "The Proposer's" at the beginning of the fourth bullet and lowercased "network analysis capabilities" in the fourth bullet under the second introductory sentence under Section 9.3.1, Ability to Meet Schedules (15 points)</p> <p>Inserted the following as the fifth bullet under the second introductory sentence under Section 9.3.1, Ability to Meet Schedules (15 points):</p> <ul style="list-style-type: none"> • "Schedule narrative outlining the Proposer's planned approach to performing the Work, which includes design development, construction work, and acknowledgement of all project constraints." 	B.1, Pt A, Page 48
30	<p>Replaced "two proposed high-quality aesthetic and structural design solutions" with "one high-quality, context-sensitive baseline design and one high-quality, context-sensitive superior design" after "minimum of" in the seventh bullet under the second introductory sentence under Section 9.3.4, Conceptual Engineering (20 points).</p> <p>Inserted the following as the second sentence of the last bullet under Section 9.3.4, Conceptual Engineering (20 points):</p> <p>"Sketches, renderings, and drawings submitted as part of an approved ATC will not be counted toward the 100-page limit requirement of the Technical Proposal."</p>	B.1, Pt A, Page 52
31	<p>Deleted the following as the fourth bullet under Section 9.3.6, Safety and Security (10 points):</p> <p>"Proposer Team members will be eligible for the Insurance provided through the Owner Controlled Insurance Program (OCIP) without increase to premiums, especially for workers comprehensive insurance coverage."</p>	B.1, Pt A, Page 53



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32	<p>Replaced "should" with "shall" and "construction contractors associated with the Proposer's team " with "Proposer's Team Members" in the eighth bullet under the second introductory sentence under Section 9.3.6, Safety and Security (10 points).</p> <p>The following:</p> <p>"The history of violations (and subsequent mitigations) should include all State and Federal OSHA violation and appropriate, inclusive of Cal-OSHA violations if applicable. This history should also span a minimum of 5 year duration ending with calendar year 2011"</p> <p>was replaced with:</p> <p>"The history of violations (and subsequent mitigations) shall include Federal and State OSHA violations (Serious, Willful and Repeat only), inclusive of Cal-OSHA violations. This history shall span a minimum of 5-year duration ending with calendar year 2011."</p> <p>as the ninth bullet under the second introductory sentence under Section 9.3.6, Safety and Security (10 points).</p> <p>Inserted the following as the second and third sentence of the first paragraph under Section 9.4, Price Proposal Evaluation Criteria:</p> <p>"Evaluation of the Price Proposal will receive 70 percent of the total weight of the substantive evaluation. The criteria that will be evaluated as part of the Price Proposal are summarized below."</p> <p>Deleted "The formula for scoring the Price Proposal is provided below" from what was the second paragraph under Section 9.4, Price Proposal Evaluation Criteria.</p> <p>Deleted the hard return before "Table 5 illustrates..." to become the fourth sentence of the first paragraph under Section 9.4, Price Proposal Evaluation Criteria.</p> <p>Deleted "maximum amount of points that a" before "Price Proposal" and replaced "can achieve" with "evaluation" in the last sentence of the first paragraph under Section 9.4, Price Proposal Evaluation Criteria.</p> <p>Deleted "The Price Proposal Score will be calculated as follows: <i>Price Proposal Score (max of 70 points) = Total Price Points (see Table 4) x 70%</i>" from what was the third paragraph under Section 9.4 Price Proposal Evaluation Criteria.</p>	B.1, Pt A, Page 54
33	Formatted equations for the two bullets below the second paragraph under	B.1, Pt A,



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	<p>Section 9.4, Price Proposal Evaluation Criteria.</p> <p>Replaced "Price" with "Contract Price" and replaced "Authority Form F" with "Form E" in the first bullet in the third paragraph under Section 9.4, Price Proposal Evaluation Criteria.</p> <p>Deleted "A resource and cost loaded schedule with the payment milestones identified in dollar amounts. The total value of the milestones should be equal to the total value of the contract. This resource and cost loaded schedule shall reconcile with the resource loaded schedule provided as part of the Proposer's Technical Proposal." Which was the original second bullet under the third paragraph under Section 9.4, Price Proposal Evaluation Criteria.</p> <p>Deleted "A Cash Flow Curve, to be included as part of the resource and cost loaded schedule" and replaced with "A Cash Flow Curve (Form M), with monthly draw amounts identified in dollars. The total value of the monthly draw amounts shall be equal to the total Contract Price." In the first sentence and replaced "cash flow curve should" with "Cash Flow Curve shall" after "The" of the second sentence and inserted ", and shall reconcile with the schedule provided as part of the Proposer's Technical Proposal" at the end of the second sentence of the second bullet under the second introductory sentence under Section 9.4, Price Proposal Evaluation Criteria.</p> <p>Inserted "as part of" before "Form E" in the third line and inserted "submitted on Form F, and" after "Price Proposals" in the last line of the paragraph under Section 9.4, Price Proposal Evaluation Criteria.</p>	Page 55
34	<p>Inserted "submitted the following:" after "Best Value Proposer has" in the second line of the paragraph under Section 10.1, Key Prerequisites to Award.</p> <p>Formatted the last two lines of the paragraph as a bulleted list inserting "and</p> <p>An executed An community service agreement if required" as the last bullet.</p>	B.1, Pt A, Page 57
35	Replaced "49 C.F.R. Part 26 § 26.5" with "Title VI" in the fourth numbered Item of Cert 1, General Proposer Certification.	B.1, Pt B, Page 1 of Cert. 1
36	Formatted the signature block for Cert. 1, General Proposer Certification, adding a space of "Offering Organization Name, Address and Telephone" and removing the space for "Date".	B.1, Pt B, Page 4 of Cert. 1



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37	Deleted "Certification Regarding" from the title of Cert. 2. Replaced "Proposer" with "undersigned" in the second paragraph of Cert. 2, Major Participant Debarment, Suspension, Ineligibility, and Voluntary Exclusion Certificate. Inserted "[Certification continued on next page]" at the end of page 1 of Cert. 2, Major Participant Debarment, Suspension, Ineligibility, and Voluntary Exclusion Certificate. Formatted the signature block for Cert. 2, Major Participant Debarment, Suspension, Ineligibility, and Voluntary Exclusion Certificate, deleting the space for "Date".	B.1, Pt B, Cert. 2
38	Deleted "Certification Regarding" from the title, formatted the last four paragraphs as a bulleted list and formatted the signature block for Cert. 3, Subcontractor Debarment, Suspension, Ineligibility, and Voluntary Exclusion Certificate, deleting the space for "Date".	B.1, Pt B, Cert. 3
39	Formatted the signature block for Cert. 7, Non-Discrimination Certification, deleting the space for "Date".	B.1, Pt B, Cert. 7
40	Formatted the signature block for Cert. 9, Drug Free Workplace Program Certification, deleting the space for "Date".	B.1, Pt B, Cert. 9
41	Replaced "49 C.F.R. Part 26" with "Title VI" in the first paragraph of Cert 14, Proposer's Overall Project Small Business Goal Commitment Affidavit.	B.1, Pt B, Page 1 of Cert. 14
42	Formatted the signature block for Cert. 15, Escrowed Proposal Documents Certification, deleting the space for "Date".	B.1, Pt B, Cert. 15
43	Formatted the signature block for Cert. 16, Right-of-Way Acquisition Plan Certification, deleting the space for "Date".	B.1, Pt B, Cert. 16
44	Inserted cross reference to new Form M, Cash Flow Curve and total number of page that Form M consists of in the List of Forms provided in Part C, Forms.	B.1, Pt C, List of Forms



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45	Inserted the following as the fifth paragraph in Form A, Transmittal Letter. "If the Authority decides to use a community service agreement for the Project, Proposer agrees to execute a letter of assent agreeing to be bound by the community service agreement."	B.1, Pt C, Form A, Page 1
46	Replaced "To Be Provided" with a table listing the documents and their requirements to be provided with Proposer's proposal as Form B, Proposal Checklist.	B.1, Pt C, Form B
47	Formatted the signature block for Form D, Schedule of Subcontractor(s)/Subconsultant(s), deleting the space for "Date".	B.1, Pt C, Form D



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Change No.	Description	Location
48	<p>Deleted "Form" from end of the Form E title.</p> <p>Inserted the following sentence as the first sentence of the paragraph after the Form E, Price Breakdown title:</p> <p>"The purpose of Form E is for the Authority to ensure that Contractor's Price Proposal is complete."</p> <p>Deleted "In support of Form F, Contract Price" from the end of the first sentence of the paragraph after the Form E, Price Breakdown title.</p> <p>Inserted "Contractor's Price Proposal evaluation will be based on Form F" at the end of the second sentence of the paragraph under the Form E, Price Breakdown title.</p> <p>Deleted the word "Form" after "Price Break Down" in the last sentence of the first paragraph after the Form E, Price Breakdown title.</p> <p>Inserted "utilizing the best available FRA categories, and Contractor's Scope as delineated in the RFP documents" at the end of the last sentence in the paragraph after the Form E, Price Breakdown title.</p> <p>Inserted the following under the title of FRA Category 10 for the table for Form E, Price Breakdown:</p> <p>"This work relates to relocation and/or removal of existing railroad facilities (ballasted and/or non-ballasted), including temporary railroad shoe-flies, as necessary."</p> <p>Deleted FRA Categories "20, Stations, Terminals, Intermodal" and "20.07, Roadway Modification, New & Refurbished AC Paving (including Curb & Sidewalk), Permanent Service/Emergency Access Road (22' Wide), Road Closures, Maintenance of Traffic, etc..." from the table for Form E, Price Breakdown.</p> <p>Inserted a separate table titled "Bid Adder for Incorporating "Baseline" and "Superior" Designs for Selected Aerial Structures/Bridges" for FRA Categories "10.02A, San Joaquin River Bridge + Viaduct + UPRR Straddle Bent Overpass," "10.02B, Cedar Avenue Overpass," and "10.02C, Golden State Avenue Overpass."</p> <p>Deleted the Signature Block for Form E, Price Breakdown.</p>	B.1, Pt C, Form E



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Change No.	Description	Location
49	<p>Replaced "RCRA" with "Class I" and inserted "72, 165 tons" in the fifth line of Form F, Contract Price.</p> <p>Replaced "Non-RCRA" with "Class II" and inserted "144,328 tons" in the sixth line of Form F, Contract Price.</p> <p>Deleted Seventh Row for "****Non-Hazardous Waste" from Form F, Contract Price.</p> <p>Inserted Footnotes for the following to "Class I Hazardous Waste¹," "Class II, Hazardous Waste¹," and Warranty Options Years 1 through 5 as footnote number 2:</p> <ol style="list-style-type: none"> 1. See definition in Book 2, Part B, General Provisions. 2. Prices for warranty options should include all costs associated with the extended warranties. <p>Added a signature block to Form F, Contract Price.</p>	B.1, Pt C, Form F
50	<p>Replaced the following:</p> <p>"Forms that are handwritten, re-scanned or not submitted according to these instructions shall be rejected. ONE (1) question or request per form. The RFI form document MUST be in the native file format and emailed to the Authority's point of contact. Responses to all RFI requests will be posted for review by all short listed proposers.</p> <p>Use additional copies of page two of this form if more space is required to detail Proposer's question/clarification request.</p> <p>This RFI form provided in PLAIN TEXT format ONLY. DO NOT enter text into this form that has been struck out, underlined and/or colored, such text formatting cannot be recorded by the Authority's RFI system.</p> <ol style="list-style-type: none"> 1. Enter the DATE of RFI submission to Authority Contact. 2. Select PROPOSER TEAM NAME as provided in the drop-down menu below. 3. Enter the PROPOSER E-MAIL ADDRESS that is on file with the Authority. <p>For the convenience of the Proposer the Authority has provided a field for entry of the Proposer's RFI question/clarification number.</p> <ol style="list-style-type: none"> 4. Enter RFI CLASSIFICATION and, where applicable, the RFP ADDENDUM, BOOK, PART, SUBPART AND SECTION/SUBSECTION NUMBER(S) that are specific to the subject of the Proposer's RFI question/clarification and separated by commas. 5. Enter PAGE NUMBER(S) of the SECTION/SUBSECTION/DRAWING(S) 	B.1, Pt C, Form H



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Change No.	Description	Location
	<p>that are specific to the subject of the Proposer's RFI question/clarification and separated by commas.</p> <p>6. Enter TITLES of the SECTION/SUBSECTION/DRAWING NUMBERS that are specific to the subject of the Proposer's RFI question/clarification and separated by commas.</p> <p>7. Enter RFI question in the space provided on page two of this form."</p> <p>With the following in Form H, Request for Information and Clarification:</p> <ol style="list-style-type: none"> 1. "ALL fields MUST be filled in. 2. ONE (1) question or request per form. NO MULTIPLE PART QUESTIONS. 3. The RFI form document MUST be in the native file format and emailed to the Authority's point of contact. Responses to all RFI requests will be posted for review by all short listed proposers. 4. Use additional copies of page two of this form if more space is required to detail Proposer's question/clarification request. 5. Formatted text cannot be recorded by the Authority's RFI system. All RFI's must be provided in PLAIN TEXT format ONLY. DO NOT enter text that has been struck out, underlined, <i>italicized</i>, bolded, <i>colored</i>, etc. 6. If a field does not apply to your question (i.e. Drawing Number) insert "N/A" in the field. 7. Forms that are handwritten, re-scanned or not submitted according to these instructions shall be rejected." <p>Replaced "Proposer" with "Proposer's" in the second and third field of Form H, Request for Information and Clarification.</p> <p>Re-arranged the document location information as follows:</p> <p>Replaced "Subpart Number(s)" with "Part and Subpart(s)"</p> <p>Replaced "Part Number(s)" with "Section Numbers(s)"</p> <p>Replaced "Section Number(s)" with "Sub-Section Number(s)"</p> <p>Replaced "Section/subsection/Drawing NUMBER(S): with "Section Title"</p> <p>Added :Sub-Section Title"</p> <p>Changed "RFP Page No" to "RFP Page Number(s)"</p> <p>Replaced "Section/Subsection/Drawing TITLE(S)" with "Drawing Number(s)"</p> 	



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Change No.	Description	Location
	<p>Inserted "Attachment File Name" to the end of the fourth field title "Proposer's RFI" in Form H, Request for Information and Clarification.</p> <p>Inserted the following as additional rows below each field to for instructive text in Form H, Request for Information and Clarification:</p> <p>Date = (MM/DD/YYYY)</p> <p>Proposer's Team Name = <i>(Use drop-down list)</i></p> <p>Proposer's E-mail Address = <i>(As on file with the Authority)</i></p> <p>Proposer's RFI Attachment File Name = <i>(Example: "ABC Builders RFI 12 – Attachment 1.dgn")</i></p> <p>Classification Number(s) = <i>(Use drop-down list)</i></p> <p>Addendum Number(s) = <i>(Provide the addendum(s) that is associated with the following document(s) references.)</i></p> <p>Book Number (s) = <i>(Use drop-down list)</i></p> <p>Part and Subpart(s) = <i>(Example: "A.1")</i></p> <p>Section Number(s) = <i>(Example: "10")</i></p> <p>Sub-section Number(s) = <i>(Example: "10.1")</i></p> <p>Section Title = <i>(Example: "Contract Award/Execution")</i></p> <p>Sub-section Title = <i>(Example: "Contract Award")</i></p> <p>RFP Page Number(s) = <i>(Example: "57-60, 75, 77, 80")</i></p> <p>Drawing Number(s) = <i>(Example: "SV1893, SV1893-A5")</i></p>	
51	Replaced "ten (10)" with "five (5)" in the first paragraph of Form K, Proposal Bond.	B.1, Pt C, Form K

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Change No.	Description	Location
1	<p>Replaced period between "A.2" with ", Subpart" on the cover page</p> <p>Removed section numbering on the Standard Agreement form.</p> <p>Added "California High-Speed Rail Authority" on the Standard Agreement form under "Agency Name."</p>	Standard Agreement Form (page 1)



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Change No.	Description	Location
	Added "770 L Street, Suite 800, Sacramento, CA 95814" on the Standard Agreement form under "Address" of agency.	
2	Replaced "System" with "Project" in paragraph "A" under Attachment A, Signature Document General Terms.	B.2, Pt A.1, Attachment A, Page 1
3	<p>Updated section reference from "7.8" to "6.8" in the second paragraph under Article 3, Contract Time.</p> <p>Deleted the following from the first line of the paragraph under Article 4, Compensation:</p> <p style="padding-left: 40px;">"The amount payable from the Utility/Third Party Provisional Sum under the Contract Documents constitutes full compensation for the Provisional Sum Utility/Third Party Work."</p> <p>Replaced "and the Utility/Third Party Provisional Sum are" from after "The Contract Price..." with "is" in the last sentence of the paragraph under Article 4, Compensation.</p> <p>Updated general provision section reference from "30" to "24" in the paragraph under Article 6, Payments.</p>	B.2, Pt A.1, Attachment A, Page 2
4	<p>Deleted "the Project Manager and" from after "Attachment D identifies" from the first paragraph under Article 8, Project Organization and Contacts.</p> <p>Deleted "The Authority shall have the right to change the Project Manager, and e," and capitalized "Each" from the second sentence in the first paragraph under Article 8, Project Organization and Contacts.</p> <p>Hyphenated "tele-facsimile" in the fourth line of the fourth paragraph under Article 8, Project Organization and Contacts</p>	B.2, Pt A.1, Attachment A, Page 3
5	<p>Deleted "and Cash Flow Curve" from the title of Attachment B.</p> <p>Deleted all section numbering throughout Attachment B, Prices</p> <p>Deleted "/Third Party" from the first row under "Contract Price (subtotal of Above):" in Attachment B, Prices.</p> <p>Added "[to be provided by Authority]" in the "Price" column of all three (remaining) rows under "Contract Price (Subtotal of Above)".</p> <p>Deleted the row entitled "Hazardous Materials Provisional Sum" from Attachment B, Prices.</p> <p>Replaced "Cubic Yards" with "Ton" in the row entitled "Hazardous Materials</p>	B.2, Pt A.1, Attachment B, Page 1



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Change No.	Description	Location
	<p>Unit Prices per..." in Attachment B, Prices.</p> <p>Replaced "RCRA" with "Class I" and "Waste" with "Materials" and "___ Cubic Yards" with "(est. 72,165 Tons)" in the first row under "Hazardous Materials Unit Prices per Ton" in Attachment B, Prices.</p> <p>Replaced "Non-RCRA" with "Class II" and "Waste" with "Materials" and "___ Cubic Yards" with "(est. 144,328 tons)" in the second row under "Hazardous Materials Unit Prices per Ton" in Attachment B, Prices.</p> <p>Deleted row for "Non-Hazardous Waste" under "Hazardous Materials Unit Prices per Ton" in Attachment B, Prices.</p> <p>Deleted the following definitions from the footnotes of the form in Attachment B, Prices:</p> <p>"See definition in Book 2, Part B: General Provisions. "RCRA Hazardous Waste" means waste that requires disposal at a Class I landfill and either exhibits the RCRA-defined characteristics of toxicity, corrosivity, flammability or ignitability, or is a listed waste in 40 CFR 261.</p> <p>"Non-RCRA Hazardous Waste" means waste that requires disposal at a Class I landfill and is regulated in the State of California under Title 22, Chapter 11, Article 5, Section 66261.101.</p> <p>"Non-Hazardous Waste" means waste that exceeds the screening levels of the applicable regulatory agencies but that does not constitute RCRA Hazardous Waste or Non-Hazardous Waste."</p> <p>Deleted "Cash Flow Curve" as the second page of Attachment D, Prices</p>	
6	Deleted "The Authority's Project Manager is:" from the first section of Attachment D, Authorized Representatives Addresses for Notices.	B.2, Pt A.1, Attachment C, Page 1
7	Deleted Section numbering from throughout Attachment E, Payment Bond.	B.2, Pt A.1, Attachment E, pages 1 and 2
8	Deleted Section numbering from throughout Attachment F, Performance Bond	B.2, Pt A.1, Attachment F, pages 1-3
9	<p>Formatted the "Representatives and Warranties" section into a fillable form in Attachment G, Guaranty, pages 1 and 7.</p> <p>Deleted "(a)" from the third line of the first bullet under Section "C",</p>	B.2, Pt A.1, Attachment G



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Change No.	Description	Location
	<p>inserted "and including any extended warranty period" while deleting the following from the same paragraph:</p> <p style="padding-left: 40px;">", and (b) each and every other document and agreement executed by the Contractor in connection with the consummation of the transactions contemplated by the Contract. The documents described in clauses (a)-(b), inclusive, shall collectively be referred to herein as the "Project Documents.""</p> <p>Ended first sentence after "collection" and replaced "and" with "This Guaranty" as the beginning of the second sentence of the second bullet under Section "C" of Attachment G, Guaranty.</p> <p>Deleted the following from the fifth line of the second bullet under Section "C" of Attachment G, Guaranty:</p> <p style="padding-left: 40px;">", whether or not recovery may be, or hereafter may become, barred by any statute of limitations or otherwise,"</p> <p>Inserted the following in the fifth line after "and" of the second bullet under Section "C" of Attachment G, Guaranty:</p> <p style="padding-left: 40px;">", except as provided in the "Permitted Defenses, Contract Amendments" clause of this Guaranty,"</p> <p>Inserted "or" between "released" and "discharged" and deleted "or otherwise affected" from the last line of the second bullet under Section "C" of Attachment G, Guaranty.</p> <p>Replaced "Project" with "Contract" in thirteen instances throughout Attachment G, Guaranty.</p> <p>Lowercased "this" and inserted the following before it in the fourth non-bulleted paragraph under Section C of Attachment G, Guaranty.</p> <p style="padding-left: 40px;">"Except as provided in the "Permitted Defenses; Contract Amendments" clause of this Guaranty,"</p> <p>Inserted "the following:" at the end of the fourth non-bulleted paragraph under Section C of Attachment G, Guaranty</p> <p>Put items "a" and "b" of the fourth non-bulleted paragraph under Section C of Attachment Guaranty into list format.</p> <p>Deleted the following as the third ultimate sub-bullet under Section C of Attachment G, Guaranty.</p> <p style="padding-left: 40px;">"any release of the Contractor from any liability with respect to any of the Project Documents; or"</p>	



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Change No.	Description	Location
	<p>Inserted "do the following:" at the end of the third paragraph under the fourth bullet of Section C, of Attachment G, Guaranty.</p> <p>Capitalized sub-bullets to the fourth bullet under Section C of Attachment G, Guaranty.</p> <p>Deleted "rescission, waiver, amendment or" from before the word "modification" from the first line of second sub-bullet in the second set of sub-bullets under the fourth bullet under Section C of Attachment G, Guaranty. Also replaced the word "of" after the word "modification" in this sub-bullet, with the following:</p> <p style="padding-left: 40px;">", agreement or stipulation between the Contractor and Authority or their respective successors and assigns, with respect to any of the Contract Documents or the Guaranteed Obligations;"</p> <p>Replaced the following:</p> <p style="padding-left: 40px;">Including but not limited to failure of consideration, breach of warranty, payment, statute of frauds, statute of limitations, accord and satisfaction and usury"</p> <p>With the following at the end of the fourth sub-bullet of the second set of sub-bullets to the fourth bullet under Section C of Attachment G, Guaranty:</p> <p style="padding-left: 40px;">", except as provided in the "Permitted Defenses; Contract Amendments" clause of this Guaranty:</p> <ul style="list-style-type: none"> - Any failure to enforce the Guaranteed Obligations or any of the terms, covenants or conditions contained in any of the Contract Documents or any modification thereof; - Any waiver by the Authority of the Guaranteed Obligations that is not in writing and signed by the authority's authorized representative or that is made in the context of a bankruptcy or insolvency proceeding in which the Contractor is the debtor, unless otherwise specified in said waiver; - Any release of the Contractor from liability that is not in writing and signed by the Authority's authorized representative or that is made in the context of a bankruptcy or insolvency proceeding in which the Contractor is the debtor, unless otherwise specified in said release; or <p>Deleted the following from the second line of the fourth sub-bullet of the fifth bullet under Section C of Attachment G, Guaranty:</p> <p style="padding-left: 40px;">", such as nonjudicial foreclosure with respect to any security for</p>	



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Change No.	Description	Location
	<p>the Guaranteed Obligations,”</p> <p>Inserted “defense based on” after “Any,” made “statutes” plural, inserted “other than State of California statutes” and deleted “affecting Guarantor’s liability hereunder or the enforcement thereof” in the sixth sub-bullet to the fifth bullet under Section C of Attachment G, Guaranty.</p> <p>Inserted the following after the word “Obligations” to the tenth sub-bullet to the fifth bullet under Section C of Attachment G, Guaranty:</p> <p> “, unless said release is in writing and signed by the Authority’s authorized representative, provided that no defense may be asserted with respect to any release that is made in the context of a bankruptcy or insolvency proceeding in which the Contractor is the debtor, unless otherwise specified in said release;”</p> <p>Inserted the following after the first paragraph of the sixth bullet under Section C of Attachment G, Guaranty:</p> <ul style="list-style-type: none"> • “Representations and Warrantees <p> Guarantor represents and warrants that:”</p> <p>Made the first, second and sixth sub-bullet under the seventh bullet of Section C of Attachment G, Guaranty into a fillable form.</p> <p>Inserted “, subject only to bankruptcy, insolvency or other similar laws affecting creditors’ rights generally;” in the fourth sub-bullet of the seventh bullet under Section C of Attachment G, Guaranty.</p> <p>Inserted the following as the last paragraph of the eighth bullet under Section C of Attachment G, Guaranty:</p> <p> “Any demand/claim under this Guaranty shall be signed by an authorized Authority representative, shall state that the Contractor is in default under the Contract Documents and shall state the nature of such default.”</p> <p>Inserted the following as the ninth bullet under Section C of Attachment G, Guaranty:</p> <ul style="list-style-type: none"> • “Permitted Defenses; Contract Amendments <p> Notwithstanding any other provision of this Guaranty to the contrary:</p> <p> a. Guarantor shall be entitled to the benefit of all defenses available to</p>	



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Change No.	Description	Location
	<p>the Contractor under the Contract except:</p> <ul style="list-style-type: none"> i. Those expressly waived in this Guaranty, ii. Failure of consideration, lack of authority of the Contractor and any other defense to formation of the Contract and iii. Defenses available to the Contractor under any federal or state law respecting bankruptcy, arrangement, reorganization or similar relief of debtors; and <p>b. In the event that the Contractor's obligations have been changed by any modification, agreement or stipulation between the Contractor and Authority or their respective successors or assigns, the term "Guaranteed Obligations" as used herein shall mean the Guaranteed Obligations as so changed, except that the Guaranteed Obligations shall be determined without regard to the effect of any such modification, agreement or stipulation in the context of a bankruptcy or insolvency proceeding in which the Contractor is the debtor, unless otherwise specified in the modification, agreement or stipulation."</p> <p>Removed section numbering in the form fields at the end of Attachment G, Guaranty.</p>	
10	<p>Formatted the beginning two paragraphs of Attachment I, DRB Agreement Form in to a fillable form, and removed Section numbering of the fields.</p> <p>Inserted "The" at the beginning of the first two paragraphs under Section 4, Provision of Document to DRB of Attachment I, DRB Agreement Form.</p> <p>Updated the signature block to include a field for addresses in Attachment I, DRB Agreement Form.</p>	B.2, Pt A.1, Attachment I, Page 1, 4, and 7

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Change No.	Description	Location
1	<p>Replaced "42" with "defined as 54" in the first line of the first paragraph under Section 3, Completion Deadlines.</p> <p>Replaced "44" with "defined as 56" in the first line of the second paragraph under Section 3, Completion Deadlines.</p>	B.2, Pt A.2, Page 2



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Change No.	Description	Location
	Deleted "For office trailers or spaces provided by the Contractor, t" and capitalized "The" at the beginning of the first sentence of the first paragraph under Section 5, General Office Requirements for Facilities Provided by the Contractor.	
2	Updated the "Requirement" of last row of the table under Section 5.1, Field Office for Authority's Field Staff with "Sufficient to support the Authority's computer requirements."	B.2, Pt A.2, Page 4
3	<p>Deleted "/Third Party" from after "Utility" in the first bullet under Section 6, Provisional Sums.</p> <p>Deleted "Hazardous Materials Provisional Sum" as the third bullet under Section 6, Provisional Sums.</p> <p>Replaced "Use of the Utility/Third Party Provisional Sum is described in the "Third Party Entities" clause (Section 49) of the General Provisions" with the following as the second paragraph under Section 6, Provisional Sums:</p> <p>"To the extent of any available funds in the Utility Provisional Sum, if the Contractor is entitled to a Change Order pursuant to the "Inaccuracy Increasing the Work" clause (Section 49.1.5.1) of the General Provisions for additional costs attributable to the existence of an unidentified underground Utility, the Authority may elect, in its sole discretion, to pay for said Change Order with funds from the Utility Provisional Sum."</p> <p>Replaced "for any enabling Work that is identified to impact the Project right-of-way or limit the freedom of action of the Contractor during Construction" after "Owner Directed Change" in the third paragraph under Section 6, Provisional Sums, with the following:</p> <p>"related to the design and construction of permanent improvements necessary as part of any right-of-way acquisition, including but not limited to improvements related to maintenance of access for specific property and/or grade separations,"</p> <p>Inserted the following as the fourth paragraph under Section 6, Provisional Sums:</p> <p>"If, following achievement of Final Acceptance and resolution of all claims and disputes relating to the Work (including all claims and stop notices of Subcontractors, laborers and Third Parties relating to the Work), a positive balance remains in the Utility Provisional Sum, the balance will be deducted from the Utility Provisional Sum and shall be credited to the Authority. If, following achievement of Final Acceptance and resolution of all claims and disputes relating to the Work (including all claims and stop notices of Subcontractors, laborers and Third Parties relating to the Work), a positive</p>	B.2, Pt A.2, Page 5-6



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Change No.	Description	Location
	balance remains in the Construction Contract Work Provisional Sum, the balance will be deducted from the Construction Contract Work Provisional Sum and shall be credited to the Authority."	
4	<p>Replaced "Rail" with "Railroad" in the first line of the first paragraph under Section 8, Environment.</p> <p>Deleted the following from the second paragraph under Section 8, Environment:</p> <p>"Furthermore, in response to public input, the Authority and FRA plan to release a Revised Draft EIR/Supplemental Draft EIS (DEIR/EIS) for the Fresno to Bakersfield HST Project for additional public comment in late spring of 2012."</p> <p>Inserted "Merced to Fresno" in the first line, replaced "will consider" with "considered" and "identify" with "identified" in the second line, "each High-Speed Train (HST)" with "the" in the third line, deleted "In spring of 2012," and capitalized "the," at the beginning of the second sentence then deleted "intend to release a" and replaced with "then released the," and inserted "on April 20, 2012" and inserting a period. Deleted "with" and inserted "On May 3, 2012," before "the Authority Board"; deleted "considering certification of" and replaced with "certified" before "the Final EIR/EIS...", and replaced "final decision in" with "adopted the Hybrid Alternative as the north/south alignment (excluding the Wye)." At the new sentence beginning with "On May 4, 2012" updated from "May 2012", deleted "along with filing of" afterward and inserted "was filed with the State Clearinghouse." Lastly, replaced "is anticipated to issue a" with "issued" inserted "its" before "Record of Decision (ROD)" and replaced "in October 2012 following the Authority Board's action" with "on September 18, 2012." afterward. The changes noted above are to the second full paragraph under Section 8, Environment.</p> <p>Inserted a hard return before "The Fresno..." Replaced "before the end of 2012" with "in the spring of 2013" and inserted "by June of 2013" at the end of the same sentence and inserted the following text before that sentence under Section 8, Environment:</p> <p style="padding-left: 40px;">"In response to public input on the Draft Fresno to Bakersfield environmental document, the Authority and FRA prepared and on July 20, 2012, released a Revised Draft EIR/Supplemental Draft EIS (DEIR/EIS) for the Fresno to Bakersfield HST Project for additional public comment. The comment period for the revised DEIR/EIS closes on October 20, 2012."</p> <p>Replaced "been working to obtain" with "obtained" in the first line, deleted "issuance of" in the second line of the first paragraph under Section 8.1,</p>	



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Change No.	Description	Location
	<p>Environmental Approvals and Permits.</p> <p>Deleted "For the permits, in most instances, a two-step process has been adopted, with the first step consisting of" from the beginning of the second sentence of the first paragraph under Section 8.1, Environmental Approvals and Permits</p> <p>Capitalized "the," inserted "is" after Authority, deleted "programmatic" afterward, replaced "and assuming" with "based on" and inserted the following parenthetical in the same sentence in the first paragraph under Section 8.1 Environmental Approvals and Permits:</p> <p><u>"(with the exception of the Central Valley Flood Protection Board encroachment permits, the application for which will require submittal of 65 percent design)"</u></p> <p>Deleted "under the programmatic permits" from after "agencies" of the third sentence. Then inserted the following before the last sentence of the first paragraph under Section 8.1, Environmental Approvals and Permits.</p> <p>"when subsequent design results in impacts that are different than the permits obtained by the Authority. It may be the case that an Agency may request to review the Contractor's design to verify that the design is consistent with the permit that was issued to the Authority"</p>	
5	<p>Replaced "permit for which it is responsible for providing" with "Authority Provided Approval" in the first line of the second paragraph under Section 8.1, Environmental Approvals and Permits.</p> <p>Replaced "by _____ [date to be provided by the Authority]" with "before 180 days after NTP-1" in the third paragraph under Section 8.1, Environmental Approvals and Permits.</p> <p>Deleted "and notwithstanding the "Use and Possession Prior to Completion" clause (Section 7.15) of the General Terms," from the second line of the first paragraph under Section 9, Warranty.</p> <p>Inserted "work performed by or" in the fourth line after "and any" of the first paragraph under Section 9, Warranty.</p> <p>Inserted the following after the first sentence in the first paragraph under Section 9, Warranty:</p> <p>"Also excluded from the warranty is performance of security services."</p> <p>Inserted the following after "General Provisions" of the last sentence of the</p>	



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Change No.	Description	Location
	<p>first paragraph under Section 9, Warranty:</p> <p>“, subject to the “Use and Possession Prior to Completion” clause (Section 7.15) of the General Terms, provided that during the warranty period the Contractor shall not be responsible for rebuilding, repairing and restoring work not performed by Contractor-Related Entities.”</p> <p>Replaced “two year” with “initial” and “Contractor” with “Contract” in the third line of the second paragraph under Section 9, Warranty.</p> <p>Inserted “up to” after “The Authority also has” and “initial” after “extend the” then the following after “warranty period” in the third sentence of the second paragraph under Section 9, Warranty:</p> <p>“in one-year increments (up to five additional years) at any time before the expiration of any ongoing warranty period by notifying the Contractor of (i) its intent to exercise its option to extend the warranty, (ii) the length of the extension and (iii) the price of the extension”</p> <p>Deleted “for each option by one year” at the end of the third sentence of the second paragraph under Section 9, Warranty.</p> <p>Deleted the following from the end of the second paragraph under Section 9, Warranty:</p> <p>“The warranty option prices are set forth in the Signature Document. The Authority will exercise its warranty options, if at all, prior to the expiration of the initial two year warranty.”</p> <p>Inserted the following at the end of the second paragraph under Section 9, Warranty:</p> <p>“If the Authority exercises all five one-year warranty extension options, the total warranty period will be seven years.”</p>	
6	<p>Replaced “If the Contractor exercises its” with “For each” and inserted “Warranty” after “under this” and “that the Authority elects to exercise” after “clause” and replaced “Extended Warranty Price. The “Extended Warranty Price” shall be” with “Warranty Option Price or” in the first two lines of the third paragraph under Section 9, Warranty.</p> <p>Replaced “the duration determined by the Authority up to five years” with “each one-year extension of the warranty period that the Authority exercises (the “Extended Warranty Price”)” after “Signature Document for” in the third and fourth line of the third paragraph under Section 9, Warranty.</p>	



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	<p>Inserted "initially" after "if the Authority", lowercased "warranty" and inserted "initial" after "three years, the" in the fifth line of the third paragraph under Section 9, Warranty.</p> <p>Inserted the following as the last sentence of the third paragraph under Section 9, Warranty:</p> <p style="padding-left: 40px;">"If the Authority subsequently elects to extend the warranty by a fourth year, the subsequent Extended Warranty Price shall be the Warranty Option 4th Year price."</p> <p>Lowercased "warranty" in the introductory sentence to the bulleted list after the third paragraph under Section 9, Warranty.</p> <p>Inserted "(not subject to the Authority's option to extend the warranty up to five years)." to the end of the first bullet under Section 9, Warranty.</p> <p>Inserted "thereafter (not subject to the Authority's option to extend the warranty up to five years)" to the end of the second bullet and deleted "from Final Acceptance" under Section 9, Warranty.</p> <p>Inserted "through the initial warranty period" after "Final Acceptance" in the fifth line of the fifth full paragraph under Section 9, Warranty.</p> <p>Inserted the following as the sixth (and last) paragraph under Section 9, Warranty:</p> <p style="padding-left: 40px;">"For each option that the Authority exercises, if any, the Contractor shall provide to the Authority a letter of credit for the warranty period as security in the amount of the Extended Warranty Price, in form acceptable to the Authority, prior to the expiration of the current warranty period."</p>	
7	<p>Inserted the following as Section 10 "Insurance":</p> <p>"The Contractor shall procure and maintain, or cause to be maintained, insurance as specified in this "Insurance" clauseSpecial Provision Section 10. The insurance provided hereunder shall be available for the benefit of the Contractor, the Authority and any Indemnified Persons as specified herein with respect to covered claims, but shall not be interpreted to relieve Contractor of any obligations hereunder. Unless otherwise specified in the Contract, all insurance required hereunder shall be procured from insurance or indemnity companies with an A.M. Best and Company rating level of A- or better, Class VIII or better and with companies or through sources approved by the Authority. Unless otherwise indicated below, the policies shall be kept in force throughout the term of this Contract and warranty period(s).</p>	B.2, Pt A.2, Pages 9-16



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	<p>10.1 Minimum Insurance Requirements</p> <p>10.1.1 Worker's Compensation</p> <p>The Contractor and its Subcontractors shall provide Workers' Compensation insurance as required under California statute including coverage for Employer's Liability in an amount not less than \$2,000,000 per accident. If applicable, the Contractor and its subcontractors shall also provide coverage for claims asserted under the Longshoremen's and Harbor Workers Compensation Act (LHWCA) and the Jones Act, as required.</p> <p>10.1.2 Commercial General Liability</p> <p>The Contractor and its Subcontractors shall provide Commercial General Liability (CGL) coverage, on a primary basis, for bodily injury, property damage, personal injury and advertising injury liability written on an occurrence form that shall be no less comprehensive and no more restrictive than the coverage provided by Insurance Services Office (ISO) form CG 00 01 12 04. The commercial general liability insurance shall include, but not be limited to, coverage for liability arising out of:</p> <ul style="list-style-type: none"> i. Fire legal liability (not less than the replacement value of the portion of the premises occupied) ii. Blanket contractual iii. Independent contractors iv. Premises operations v. Products and completed operations for a minimum of six years following Final Completion and vi. Work within 50 feet of a railroad <p>This coverage shall have an annual minimum limit of \$2,000,000 per occurrence, \$4,000,000 general annual aggregate and \$4,000,000 products/completed operations aggregate. The Contractor and its Subcontractors shall name the Authority and the Indemnified Persons as additional insured with respect to liability arising out of the Project, or any acts, errors or omissions of any Contractor-Related Entity .</p> <p>10.1.3 Automobile Liability Insurance</p> <p>The Contractor shall provide excess/umbrella liability insurance with limits not less than \$200,000,000 which will provide coverage at least as broad as the primary coverage set forth herein, including Employer's Liability, Commercial General Liability, and Automobile Liability, in excess of the amounts set forth in Sections 10.1.1, 10.1.2, and 10.1.3 respectively. The Contractor shall name the Authority and the Indemnified Persons as</p>	



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	<p>additional insured with respect to liability arising out of the Project or any acts, errors or omissions of any Contractor-Related Entity. The Contractor and its Subcontractors shall provide Automobile Liability insurance in an amount not less than \$2,000,000 per occurrence combined single limit, with the Authority and the Indemnified Persons named as additional insureds.</p> <p>10.1.4 Excess/Umbrella Liability Insurance</p> <p>The Contractor shall provide excess/umbrella liability insurance with limits not less than \$200,000,000 which will provide coverage at least as broad as the primary coverage set forth in this "Insurance" clause (other than this "Excess/Umbrella Liability Insurance" clause) herein, including Employer's Liability, Commercial General Liability, and Automobile Liability, in excess of the amounts set forth in this "Insurance" clause (other than this "Excess/Umbrella Liability Insurance" clause) Sections 10.1.1, 10.1.2, and 10.1.3 respectively. The Contractor shall name the Authority and the Indemnified Persons as additional insured with respect to liability arising out of the Project or any acts, errors or omissions of any Contractor-Related Entity.</p> <p>10.1.5 Professional Liability Insurance</p> <p>The Contractor shall provide, or shall cause to be maintained, professional liability coverage with limits not less than \$25,000,000 per claim. The professional liability coverage shall protect against any negligent act, error or omission arising out of design or engineering activities with respect to the Project. The policy shall have an extended reporting period of not less than five years from the date of Final Acceptance of coverage.</p> <p>10.1.6 Environmental Liability</p> <p>The Contractor shall provide, or cause to be maintained, environmental liability coverage on a claims made basis with limits of not less than \$25,000,000 per claim. The policy shall include the Authority and the Indemnified Persons as additional insured with respect to liability arising out of the Project or any acts, errors or omissions of any Contractor-Related Entity. The policy shall have a five year extended reporting period and cover claims made on and prior to Final Acceptance and claims made after Final Acceptance but within the extended reporting period.</p> <p>10.1.7 Builder's All Risk</p> <p>The Contractor shall provide, or cause to be maintained, builder's all risk insurance to include the interests of Contractor, its Subcontractors, the Authority and the Indemnified Persons, as their respective interests may appear. The insurance shall be maintained until Final Acceptance.</p>	



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	<p>The policy shall be written on a builder's risk "all risk" form on a replacement cost basis including, but not limited to:</p> <ul style="list-style-type: none"> i. Coverage for any ensuing loss from faulty workmanship, nonconforming work, materials, omission or deficiency in design or specifications ii. Coverage against damage or loss caused by earth movement, flood, fire, theft, vandalism and malicious mischief and accidental breakdown of machinery iii. Coverage during operational testing iv. Coverage for removal of debris v. Coverage for buildings, structures, including temporary structures; machinery, equipment, facilities, fixtures and all other property constituting a part of the Project vi. Transit coverage, including ocean marine coverage (unless insured by marine cargo insurance); a "50/50 Clause" and vii. Sub-limits sufficient to insure the full replacement value of any key equipment item (e.g. specialized crane, specialized rail car, TBM, etc.) <p>The policy shall have a minimum policy limit of the "replacement cost value" based on "maximum probable loss" for each segment, except for earth movement and flood coverage. In satisfaction of the requirements of subsection (vi) above concerning "ocean marine coverage," Contractor may obtain separate ocean marine insurance on an "all risk" basis known as "Institute Cargo Clauses (A)," including war, riots and strikes, covering all materials and equipment associated with the Work at full replacement value while in transit, shipment and/or moorage until the date of Final Acceptance. In any policies procured pursuant to this subsection, deductibles or self-insured retentions shall be no greater than \$100,000 for all perils, except for two percent of the segment value for earth movement and flood perils.</p> <p>10.1.8 Railroad Protective</p> <p>If applicable, the Contractor shall provide, or cause to be maintained, any coverage as may be required by any railroad as a condition of the railroad's consent for entry onto railroad facilities or property. Such policy shall be effective during the period any Work is being performed within 50 feet of any railroad right of way.</p> <p>10.1.9 Contractor's Equipment</p> <p>If applicable, the Contractor and its subcontractors shall maintain throughout the term of the Contract, Contractor's Equipment insurance</p>	



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	<p>covering loss or damage to their respective equipment, tools and other property. In the event the Contractor or its Subcontractors choose to self-insure part or all of their respective equipment, prior written acceptance by the Authority shall be obtained.</p> <p>10.1.10 Aircraft Liability</p> <p>If applicable, the Contractor shall provide, or cause to be maintained, Aircraft Liability insurance with a limit of not less than \$10,000,000 per occurrence in all cases where any aircraft is used on the Project that is owned, leased or chartered by any Contractor-Related Entity or its subcontractors of any tier protecting against claims for damages resulting from such use. Any aircraft intended for use in performance of the Work, the aircraft crew, flight path and altitude, including landing of any aircraft on the Project or on any property owned, rented or leased by the Authority or the Indemnified Persons shall be subject to review and written acceptance by the Authority prior to occurrence of any such usage. If any aircraft are leased or chartered with crew and/or pilot, evidence of non-owned aircraft liability insurance will be acceptable in lieu of the coverage listed above, but must be provided prior to use of the aircraft and in a limit of not less than \$2,000,000 per passenger seat, including crew. Such non-owned aircraft liability insurance shall name the Authority, and the Indemnified Persons as additional insured with respect to liability arising out of the Project or any acts, errors or omissions of any Contractor-Related Entity.</p> <p>10.1.11 Marine Liability</p> <p>If applicable, the Contractor shall provide, or cause to be maintained, marine protection and indemnity (P&I) insurance for all liabilities arising out of the operation of a watercraft or vessel used on the Project that is owned, leased or chartered by any Contractor-Related Entity or its subcontractors of any tier. In the event that marine related activities are to be performed exclusively by subcontractors, the Contractor shall require such subcontractors to satisfy the requirements of this Section 10.1.11, Marine Liability. The policy shall include, but not be limited to coverage for bodily injury, illness and/or loss of life to any person or crew member (including any and all claims arising pursuant to the Jones Act and claims for maintenance and cure), damage to cargo while loading, carrying or unloading cargo, damage to piers and docks, pollution liability, and removal of wreckage as required by ILaw. Such coverage shall have limits of not less than \$10,000,000 per occurrence. If any watercraft or vessels are leased or chartered with crew, evidence of non-owned watercraft liability ("Charterer's Liability") insurance complying with the requirements of this Section 10.1.11, Marine Liability will be acceptable but shall be provided to the Authority prior to use of the watercraft or vessel. The Authority and</p>	



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	<p>the Indemnified Persons shall be additional insured with respect to liability arising out of the Project or any acts, errors or omissions of any Contractor-Related Entity.</p> <p>10.2 General Insurance Requirements</p> <p>10.2.1 Premiums and Deductibles</p> <p>The Contractor, and/or its Subcontractors, shall be responsible for payment of premiums for all insurance required under this "Insurance" clauseSpecial Provision Section 10. The Contractor further agrees that for each claim, suit or action made against insurance provided hereunder, the Contractor, and/or its subcontractors shall be solely responsible for all deductibles.</p> <p>10.2.2 Subcontractor Insurance Requirements</p> <p>The Contractor shall cause each subcontractor to provide and maintain such insurance that complies with the requirements of the Contractor in circumstances where the subcontractor is not covered by the Contractor-provided insurance; provided that the Contractor shall have sole responsibility for determining the types and limits of coverage required to be obtained by Subcontractors (if any), which determination shall be made in accordance with reasonable and prudent business practices. The Contractor shall cause each such Subcontractor to include the Authority and the Indemnified Persons as additional insured under such subcontractors' insurance policies obtained. The Contractor shall require each such Subcontractor to require that its insurers agree to waive any subrogation rights the insurers may have against the Authority and the Indemnified Persons. If requested by the Authority, the Contractor shall promptly provide certificates of insurance evidencing coverage for each Subcontractor. The Authority shall have the right to contact the Subcontractors directly in order to verify the above coverage.</p> <p>10.2.3 Endorsements and Waivers</p> <p>All insurance policies required to be provided by the Contractor and its Subcontractors hereunder shall contain or be endorsed to comply with the following provisions, provided that, for the workers' compensation policy, only subsection (d)the fourth bullet shall be applicable:</p> <ul style="list-style-type: none"> For claims covered by the insurance specified herein, all insurance coverage shall be primary insurance and non-contributory with respect to insurance maintained by the Authority, the Indemnified Persons, and their respective members, directors, officers, employees, agents and consultants, and shall specify that coverage continues notwithstanding the fact that the Contractor has left the Project. Any insurance or self-insurance beyond that specified in this Contract that is maintained by the Contractor, the Authority and the Indemnified Persons, or their 	



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	<p>members, directors, officers, employees, agents and consultants shall be in excess of, and shall not contribute with, the insurance required herein.</p> <ul style="list-style-type: none"> Any liability failure on the part of the Contractor and its subcontractors to comply with reporting provisions or other conditions of the policies required herein, any breach of warranty, any action or inaction of the Contractor and its Subcontractors shall not affect coverage provided to the Authority and the Indemnified Persons and their respective members, directors, officers, employees, agents and consultants. All insurance to be provided herein shall include a "separation of insured" clause and shall apply separately to each insured and additional insured against whom a claim is made or suit is brought, except with respect to the limits of the insurer's liability. No policy shall contain any provision or exclusion (including a "cross-liability" or similar exclusion) that in effect would prevent, bar, or otherwise preclude any insured or additional insured under the policy from making a claim that would otherwise be covered by such policy on the grounds that the claim is brought by an insured or additional insured against an insured or additional insured under the policy. The requirements of this subsection do not apply to claims by the Contractor against any of its Subcontractors or suppliers or to claims between subcontractors and/or suppliers. Each policy shall be endorsed to state that coverage shall not be suspended, voided, canceled, modified or reduced in coverage or in limits except after 45 days (ten days for non-payment of premium) prior written notice by certified mail, return receipt requested, has been given to the Authority. Such endorsement shall not include any limitation of liability of the insurer for failure to provide such notice. All endorsements adding additional insured to required policies shall be on form CG-20-10 (1985 edition) or an equivalent form and shall contain no limitations or exclusions with respect to "products/completed operations" coverage. The coverage shall be primary and non-contributory with respect to any other insurance maintained by an additional insured. Any insurance or self-insurance that is maintained by an additional insured, or their members, directors, officers, employees, agents and consultants shall be in excess of, and shall not contribute with the insurance required herein. <p>The automobile liability insurance policy shall be endorsed to include Motor Carrier Act Endorsement-Hazardous materials clean up (MCS-90) or its equivalent.</p> <p>10.2.4 Waivers of Subrogation</p> <p>The Contractor, and the Authority each waives all rights of subrogation against each other and the Indemnified Persons, against each of their</p>	



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	<p>agents and employees and their respective members, directors, officers, employees, agents and consultants for any claims arising out of the performance of Work under this Project. The Contractor shall require all subcontractors and any Contractor-Related Entity to provide similar waivers in writing each in favor of the Authority and the Indemnified Persons. The waivers required in this subsection do not apply to claims between subcontractors and/or subconsultants of the Contractor or those claims asserted by the Contractor against any subcontractors and/or suppliers. Each policy herein, including, workers' compensation, shall include a waiver of any right of subrogation against the Authority and the Indemnified Persons and any other additional insured and their respective members, directors, officers, employees, agents and consultants.</p> <p>10.2.5 Changes in Requirements</p> <p>The Authority shall notify the Contractor in writing of any changes in the requirements applicable to insurance required to be provided by the Contractor. Except as set forth in this Section 10.2.6, "Changes in Requirements" clause, any additional cost from such change shall be paid by the Authority and any reduction in cost shall reduce the Contract Price pursuant to a Change Order.</p> <p>10.2.6 No Recourse</p> <p>All costs for insurance shall be considered incidental to and included in compensation allowed hereunder and no additional payment will be made by the Authority unless expressly specified in Section 10.2.6, Changes in Requirements..</p> <p>10.2.7 Support of Indemnifications</p> <p>The insurance coverage provided hereunder by the Contractor shall support but is not intended to limit the Contractor's indemnification obligations under the Contract Documents.</p> <p>10.2.8 Commercial Unavailability of Required Coverage</p> <p>If, through no fault of the Contractor, any of the coverage required in this "Insurance" clause (or any of the required terms of such coverage, including policy limits) become unavailable or are available only with commercially unreasonable premiums, the Authority will consider in good faith alternative insurance packages and programs proposed by the Contractor, with the goal of reaching agreement on a package providing coverage equivalent to that specified herein.</p> <p>10.2.9 Authority's Right to Remedy Breach by Design-Build Contractor</p> <p>Failure on the part of the Contractor to maintain the insurance as required hereunder shall constitute a material breach of the Contract, upon which</p>	



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	<p>the Authority may, notwithstanding General Provision 7.12.2, Cure Periods, after giving five business days-notice to the Contractor to correct the breach, if not timely cured by the Contractor, immediately terminate the Contract or, at its discretion, procure or renew such insurance and pay any and all premiums in connection therewith, with any sums so expended to be repaid to the Authority on demand, or at the sole discretion of the Authority, offset against funds due the Contractor from the Authority.</p> <p>10.2.10 Insurance Proceeds and Prosecution of Claims</p> <p>Under certain circumstances, insurance policies required to be provided hereunder are intended to provide compensation to the Contractor for costs incurred by the Contractor. The Contractor shall be responsible for processing all such claims and shall not be entitled to receive a Change Order for any costs, which it could have recovered from the insurer. The Contractor agrees to report timely to the insurer(s) any and all matters, which may give rise to an insurance claim and to promptly and diligently pursue any and all insurance claims, whether for defense or indemnity or both.</p> <p>10.2.11 Commencement of Work</p> <p>The Contractor shall not commence Work under this Contract until it has obtained the insurance required under this "Insurance" clauseSpecial Provision Section 10, and has furnished to the Authority certificates of insurance evidencing the required coverage as required hereunder, nor shall the Contractor allow any subcontractor to commence Work under any subcontract until the insurance required of the subcontractor has been obtained, evidenced and approved by the Contractor. Upon request by the Authority, the Contractor shall provide the Authority with a certified copy of each insurance policy required hereunder.</p> <p>10.2.12 Disclaimer</p> <p>The Contractor and each subcontractor shall have the responsibility to make sure their respective insurance programs fit their particular needs, and it is their responsibility to arrange for and secure any insurance coverage which they deem advisable, whether or not specified herein. Nothing in the Contract shall be construed as limiting in any way the extent to which the Contractor may be held responsible for any claims resulting from its performance of the work hereunder. The Contractor's obligations to procure insurance are separate and independent of its contractual defense and indemnity obligations. The coverage limits set forth in this "Insurance" clauseSpecial Provision Section 10 are minimum requirements and the Authority does not represent that the minimum coverage and limits required hereunder will necessarily be adequate to protect the Contractor.</p>	



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8	<p>Inserted the following as Section 11 "Mobilization":</p> <p>"Mobilization payment shall not exceed a fixed total of 3 percent of the Contract Price and may be invoiced in three installments, as follows:</p> <ul style="list-style-type: none"> • 0.5 percent of the Contract Price at NTP-1 +30 days • 0.5 percent of the Contract Price when 2.5 percent of the construction milestones of the Contract Price are earned • 2 percent of the Contract Price when 5 percent of the construction milestones of the Contract Price are earned <p>Inserted the following as Section 12 "Hazardous Materials":</p> <p>"If the total quantity of either Class I or Class II Hazardous Waste is greater than or less than the estimated quantity set forth in the Signature Document by more than 25 percent, then either Party may seek an equitable adjustment in accordance with the "Changes" clause (Section 17) of the General Provisions."</p> <p>Inserted the following as Section 13 "ATC Right-of-Way":</p> <p>"If an approved ATC incorporated in the Proposal requires additional right-of-way not identified on the ROW Acquisition Plan, the Authority shall acquire such additional right-of-way within 24 months after the Contractor has submitted to the Authority a written request for such additional right-of-way. The request shall identify the additional right-of-way sought, along with a justification for its need, and shall include drawings depicting proposed geometric designs, construction limits and cross-sections. The Authority shall deduct the cost of such additional right-of-way (cost of right-of-way and related Authority services) from any payments otherwise owing to the Contractor, or the Authority may elect to invoice the Contractor for such costs and the Contractor shall pay such costs within 30 days after receiving an invoice therefor. If the Authority fails to provide access to any such additional right-of-way within 24 months after receipt of the Contractor's complete request for such additional right-of-way, then the Contractor may seek an equitable adjustment in accordance with the "Changes" clause (Section 17) of the General Provisions."</p>	B.2, Pt A.2, Page 16-17



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1	Inserted ", Subpart 1" in the title of the cover page.	B.2, Pt B.1, Cover Page
2	<p>Inserted "is defined as follows:" and formatted the body of the definition with alpha numbering and inserted "'a" and "b" above," into the first line of part "c" of the definition for "Affiliate" under Section 1, Definitions.</p> <p>Deleted "Board" from the phrase "DRB Board members" in part "c" of the definition for "Affiliate" under Section 1, Definitions.</p> <p>Inserted "'Authority Changes" clause (Section 17.1)" as a cross reference in the definition for "Authority-Directed Change" under Section 1, Definitions.</p> <p>Inserted "are defined as follows:" into the definition of "Authority Designated Holiday" and formatted the list of holidays into a bulleted list.</p>	B.2, Pt B.1, Page 1
3	<p>Inserted the following as a definition for "California High-Speed Train Project (CHSTP)" under Section 1, Definitions:</p> <p style="padding-left: 40px;">"Any construction project undertaken by the Authority."</p> <p>Inserted "fully executed by the parties" after "Contract Documents issued" and deleted "the Utility/Third Party Provisional Sum and/or" from the second line of the definition for "Change Order" under Section 1, Definitions. Inserted the following as definitions for "Class I Hazardous Waste" and "Class II Hazardous Waste", respectively, under Section 1, Definitions:</p> <p style="padding-left: 40px;">"Soil that is contaminated by Hazardous Material which, under Section 66261.3 of Title 22 California Code of Regulations is required to be managed pursuant to Chapter 11 of Division 4.5 of Title 22 and disposed of in accordance with Title 23 Chapter 15 Division 3 California Code of Regulations, and which will be disposed of in one of the two disposal facilities that will accept the contaminated soil and is located closest to the location where the contaminated soil is discovered."</p> <p style="padding-left: 40px;">"Soil that is contaminated by Hazardous Material which, under Section 66261.3 of Title 22 California Code of Regulations is required to be managed according to Chapter 11 of Division 4.5 of Title 22, and qualifies for a variance under Section 66260.210 of Title 22 or the Department of Toxic Substance Control has approved an application to classify and manage the waste as non-hazardous pursuant to Section 66260.200(f) of Title 22, that must be disposed in accordance with Title 23 Chapter 15 Division 3 California Code of Regulations at one of the three disposal facilities that will accept the</p>	B.2, Pt B.1, Page 2



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	<p>contaminated soil and is located closest to the location where the contaminated soil is discovered."</p> <p>Changed reference from "Section 36" to "Section 2" in the definition for "Contract Documents" under Section 1, Definitions.</p>	
4	<p>Replaced "Proposer" with "Person" after "The" and added ", as identified in the Signature Document" in the definition for "Contractor" under Section 1, Definitions.</p> <p>Deleted the following definition for "Coordination" under Section 1, Definitions:</p> <p style="padding-left: 40px;">"The act or state of coordinating or of being coordinated."</p> <p>Inserted the following as the definition for "Differing Site Conditions" under Section 1, Definitions:</p> <p style="padding-left: 40px;">"The meaning set forth in the "GBR-C and Differing Site Conditions" clause (Section 22) of the General Provisions."</p> <p>Deleted the following definition for "Employee" from under Section 1, Definitions:</p> <p style="padding-left: 40px;">"A person working for the Contractor or any Subcontractor or subconsultant of the Contractor who may be directly engaged in the performance of work under the Authority's Contract. Employee includes any person paid to perform work or provide goods or services for the Contractor."</p> <p>Inserted the following definitions for Geotechnical Baseline Report-B (GBR-B), and Geotechnical Baseline Report-C (GBR-C), respectively, in Section 1, Definitions:</p> <p style="padding-left: 40px;">Geotechnical Baseline Report-B (GBR-B) – The meaning set forth in Scope of Work Section 1.</p> <p style="padding-left: 40px;">Geotechnical Baseline Report-C (GBR-C) – The meaning set forth in Scope of Work Section 1.</p> <p>Deleted the following definition for "Grant/Cooperative Agreement" from under Section 1, Definitions:</p> <p style="padding-left: 40px;">"Agreement No. FR-HSR-009-10-01-01 and Agreement No. FR-HSR-0037-11-01-00 between the Authority and the Federal Railroad Administration (FRA) providing terms for expenditure of federal funds provided for the Project.</p> <p>Replaced "the" with "each" after "guarantor of" in the definition for</p>	B.2, Pt B.1, Page 3



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Change No.	Description	Location
	"Guarantor" under Section 1, Definitions.	
5	<p>Deleted the following definition for "Interim Guidance" from under Section 1, Definitions:</p> <p>"FRA, High-Speed Intercity Passenger Rail ("HSIPR") Program; Notice, 74 Fed. Reg. 29900 (June 23, 2009)."</p> <p>Deleted the following definition for "Lead Engineering Firm" from under Section 1, Definitions:</p> <p>"The member of the Proposer Team, whether a single entity or a joint venture, that is primarily responsible for the design and engineering of the Project"</p> <p>Deleted the following definition for "Licensed Professional Engineer" from under Section 1, Definitions:</p> <p>"An engineer licensed in the State pursuant to the Professional Engineers Act (Business and Professions Code Section 6700 t seq.)"</p>	B.2, Pt B.1, Page 4
6	<p>Deleted the following definition for "Open Government Laws" from under Section 1, Definitions:</p> <p>Collectively, the Public Records Act, the Bagley Keene Open Meeting Act (Gov. Code Section 11120 et seq.), the Ralph M. Brown Act (Gov. Code Section 54959 et. seq.), the Freedom of Information Act (5 U.S.C. § 552, as amended by Pub. L. No. 104-231, 110 Stat. 3048), and other applicable federal open records laws.</p> <p>Replaced "including" with "and" in the definition for "Person" under Section 1, Definitions.</p> <p>Inserted "of the RFP" in two instances in the definition for "Proposal Deadline" under Section 1, Definitions.</p> <p>Inserted the following definitions after "Public Records Act" under Section 1, Definitions:</p> <p>"Quality Assurance – All those planned and systematic actions necessary to provide adequate confidence to the management that a product or service will satisfy given requirements for quality.</p> <p>Quality Control – The operational techniques and activities that are used to fulfill requirements for quality.</p> <p>Quality Management System – The organizational structure, responsibilities, procedures, processes and resources for implementing</p>	B.2, Pt B.1, Page 5



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	<p>quality management.</p> <p>Quality Manager – Key personnel position responsible for ensuring compliance with the quality requirements of the Contract and the oversight of the Quality Program and Quality Management System.</p> <p>Quality Program – The coordinated execution of applicable Quality Assurance and Quality Control plans and activities.”</p> <p>Inserted the following as the definition for “Ready for Construction Submittals” under Section 1, Definitions:</p> <p>“Documents prepared by the Contractor that describe certain portions or elements of the Work in sufficient detail to proceed with construction of that specific portion or element, including a clear description of the scope and limits of the Work designated ready for construction.”</p> <p>Inserted the following as the definition for “Retainage” under Section 1, Definitions:</p> <p>“The meaning set forth in the “Retainage” clause (Section 30.3) of the General Provisions.”</p>	
7	<p>Replaced “49 C.F.R. Part 26” with “Title VI” in the first bullet under the definition of “Small Business Concern” under Section 1, Definitions.</p> <p>Replaced ““Monthly Schedule Updates” Clause (Section DELETED 58.4) of the General Provisions” with ““Project Schedule Program and Specification” in Book 3.” in the definition for “Total Float” under Section 1, Definitions.</p> <p>Deleted “HolidayHolidays” clause (Section 14) of the General Provisions” and replaced with “Holiday” in the definition for “Working Day” under Section 1, Definitions.</p>	B.2, Pt B.1, Page 7
8	<p>Replaced “Third Party” with “Master”, deleted “Permits” and replaced “(except for Draft Task Orders and executed Task Orders)” with “Governmental Approvals” from the sixth listed item under Section 2, Order of Precedence.</p> <p>Inserted “(except for Draft Task Orders and executed Task Orders)” at the end of the twelfth listed item under Section 2, Order of Precedence.</p> <p>Deleted “for the contract. In the event” from after “discretion”, inserted “the Proposal contains a provision” which replaced “non-appropriation of funds results in stoppage of Work, the Contractor agrees to resume performance of the Work without any modification to the terms and conditions hereof provided”, deleted “an appropriation therefor” after “that”, inserted “more restrictive/beneficial to the Authority than is specified elsewhere in the Contract Documents, that Proposal provision” which</p>	B.2, Pt B.1, Page 8



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	<p>replaces "approved within 120 days after the start of the fiscal year in question. Any such work stoppage" and inserted "take precedence)." after "shall", and deleted "be considered a suspension for convenience under Section 39.2 of these General Provisions. If funds are not appropriated before expiration of such 120-day period, the Contract shall be deemed to have been terminated for convenience under Section 40." in the thirteenth listed item under Section 2, Order of Precedence.</p> <p>Inserted the following after the list of Contract Documents under Section 2, Order of Precedence:</p> <p style="padding-left: 40px;">"Alternative Technical Concepts (ATCs) (Section 7.16), amendments, and Change Orders will have the priority just above the document that is being amended."</p> <p>Deleted "this Section 2, if the Contract is terminated due to non-appropriation of funds," from the third paragraph under Section 2, Order of Precedence.</p>	
9	<p>Inserted "CCIP or" in the third listed item after "All insurance policies," under section 3.2, Prerequisites for Start of Construction.</p> <p>Replaced "Released" with "Ready" and "construction documents" with "Construction Submittals" in the fifth listed item under Section 3.2, Prerequisites for Start of Construction.</p> <p>Inserted the following as the sixth listed item under Section 3.2, Prerequisites for Start of Construction:</p> <p style="padding-left: 40px;">The Contractor has submitted to the Authority and the Authority has approved a GBR-C.</p> <p>Inserted the following at the end of the paragraph under Section 4.1, Key Personnel:</p> <p style="padding-left: 40px;">"The Authority in its sole discretion shall have the right to request that any key personnel be removed from the Project without recourse by the Contractor. Upon such request, the person or persons named in the request shall be immediately removed from the Project and shall not return without the written agreement of the Authority."</p>	B.2, Pt B.1, Page 9
10	Replaced " ¹ / ₂ " with "one-half" in the last line of the paragraph under Section 4.3.1, Subletting and Subcontracting Fair Practices Act.	B.2, Pt B.2, Page 10
11	Replaced "its own employees and of Subcontractors and their employees" with "all Contractor-Related Entities" in the third paragraph under Section	B.2, Pt B.2, Page 11



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	<p>4.3.3, Requirements.</p> <p>Deleted "employee" after "Contractor" and inserted "personnel" after "or supplier" in the second line of the paragraph under Section 4.4, Removal of Contractor Personnel.</p> <p>Replaced "may request" with "shall be entitled to" in the third line of the paragraph under Section 4.4, Removal of Contractor Personnel.</p> <p>Insert "safely," after "Work" and "and/or" after "properly" in the seventh line of the paragraph under Section 4.4, Removal of Contractor Personnel.</p>	
12	<p>Deleted "the" from the title of Section 6, Compliance with Law.</p> <p>Replaced "may request" with "shall be entitled to" in the second line of the fourth bullet under Section 6, Compliance with Law.</p> <p>Inserted the following as the third and fourth paragraphs under Section 6, Compliance with Law:</p> <p style="padding-left: 40px;">"If the Contractor observes that portions of the Contract Documents are at variance with applicable Laws, the Contractor shall promptly notify the Authority in writing. If the Contractor performs work contrary to applicable Laws, the Contractor shall assume full responsibility for the Work and shall bear the attributable costs.</p> <p style="padding-left: 40px;">The Contractor is subject to Laws pertaining to off-Site Work such as utility connections, fire protection systems and encroachment upon federal, State, private, city, county or railroad property."</p>	B.2, Pt B.2, Page 12
13	Deleted "the substance of this clause, including" from after "insert" in the third line of the paragraph under Section 6.7, Notice of Labor Disputes.	B.2, Pt B.2, Page 14
14	<p>Capitalized "site" in the third bullet and "work" in the fifth bullet under Section 7.2, Site Investigation and Conditions Affecting the Work.</p> <p>Capitalized "law" in the fourth line of the second paragraph under Section 7.3, Responsibility of the Contractor for Design.</p>	B.2, Pt B.2, Page 15
15	<p>Under the second bullet under Section 7.3, Responsibility of the Contractor for Design, replaced the following:</p> <p style="padding-left: 40px;">"the contract Documents expressly allow the Contractor to rely on such documents under the "Differing Site Conditions" clause (Section 22) of the General Provisions."</p> <p>with the following:</p>	B.2, Pt B.2, Page 16



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	"(i) the Contract Documents expressly allow the Contractor to rely on Draft Task Orders and (ii) the Contract Documents expressly allow the Contractor to rely on the Utility Composite Drawings) or any action or forbearance in reliance thereon.	
16	Deleted "called for by this Contract" from the fifth line and replaced "such as to require in this construction work" with "that requires" in the paragraph under Section 7.4, Notice and Approval of Restricted Designs. Replaced "Utilities" with "Utility Owners" in the first line of the paragraph under Section 7.5, Coordination with Other Contracts.	B.2, Pt B.2, Page 17
17	Deleted the following from after second paragraph under Section 7.7, Permits, Fees, and Notices: "If a change in an Authority-Provided Approval from the draft requirement set forth in the Contract has the effect of increasing the cost or time of performance of the Work, then the Contractor may request an equitable adjustment in accordance with the "Changes" clause (Section 17) of the General Provisions. In the event of a suspension, termination, interruption, or nonrenewal of any Authority-Provided Approval (except for modifications to such approvals or any new such approvals required to allow the Contractor's design concepts to be incorporated into the Project), the Contractor may request an equitable adjustment in accordance with the "Changes" clause (Section 17) of the General Provisions. If the Contractor observes that portions of the Contract Documents are at variance with applicable Laws, the Contractor shall promptly notify the Authority in writing. If the Contractor performs work contrary to applicable Laws, the Contractor shall assume full responsibility for the Work and shall bear the attributable costs. The Contractor is subject to Laws pertaining to off-Site Work such as utility connections, fire protection systems, and encroachment upon federal, State, private, city, county or railroad property."	B.2, Pt B.2, Page 18
	Inserted "or the Authority's assignee" after "Authority" in the third fourth line of the paragraph under Section 7.8.1, Subcontractor Warranties, and also inserted "or the Authority's assignee" in the third and fourth line of the paragraph under Section 7.8.1, Subcontractor Warranties at the end of this sentence. Inserted the following at the end of the last paragraph under Section 7.8.1,	B.2, Pt B.2, Page 19



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	<p>Subcontractor Warranties:</p> <p>"Contract if the stated warranty period extends beyond the final completion, acceptance, final payment and termination of the Contract."</p> <p>Inserted "in its sole discretion" in the second and third line of the second paragraph under Section 7.8.2, Remedy.</p>	
	<p>Replaced "and" with ", including" after "warranties" in line one and inserted "that have been assigned to the Contractor," after "suppliers" in the second line of the paragraph under Section 7.8.5, Assignment of Warranty.</p> <p>Replaced "Within six months after NTP" with "When the Contractor requests Substantial Completion approval" to the beginning of the first paragraph under Section 7.8.6, Warranty Service.</p> <p>Deleted "and Security" and "Security measures to preserve the integrity of the Site;" form the fifth bullet under Section 7.8.6, Warranty Service.</p> <p>Inserted "During the warranty period, the Contractor shall comply with the Warranty Service Plan" as the last sentence under Section 7.8.6, Warranty Service.</p>	B.2, Pt B.2, Page 20
	<p>Deleted "either the Authority staff or" from after "accommodating", and replaced "representative or both" with "staff" in the first bullet under Section 7.9, Office Space Requirements.</p> <p>Delete "representative" from after "Authority's in the first sub-bullet and inserted "the" after "visiting" in the second sub-bullet under Section 7.9, Office Space Requirements.</p>	B.2, Pt B.2, Page 21
	<p>Deleted "'s representative" from after "Authority" in the first line of the paragraph under Section 7.9.1, Joint Inventory and Inspection of Facilities.</p> <p>Replaced "substantially" with "substantively" after "reports" in the first bullet under Section 7.11, Project Meetings and Progress Reporting.</p>	B.2, Pt B.2, Page 22
	Replaced "'Assignment" clause (Section1)" with "'Successors and Assigns" clause (Section)" in the fifth bullet under Section 7.12 Default.	B.2, Pt B.2, Page 23
	<p>Replaced "days"" with "days written" in the second line of the second paragraph under Section 7.12.2, Cure Periods</p> <p>Replaced "60" with "90" in the last line of the second paragraph under Section 7.12.2, Cure Periods.</p>	B.2, Pt B.2, Page 24



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	<p>Deleted the following from the end of the paragraph under Section 7.13, Use and Possession Prior to Completion:</p> <p>"...Section 61.12. If prior possession or use by the Authority delays the progress of the Work or causes additional expense to the Contractor, an equitable adjustment shall be made in the Contract Price or the time of completion, and the Contract shall be modified in writing accordingly."</p> <p>Inserted the following as the second bullet under the first paragraph under Section 7.14.1, Substantial Completion:</p> <p>"The Contractor has delivered to the Authority the close-out report as provided in the "Reporting" clause (Section 44.4) of the General Provisions;"</p>	B.2, Pt B.2, Page 26
	<p>Inserted the following at the end of the last paragraph under Section 7.14.1, Substantial Completion:</p> <p>"Substantial Completion shall be deemed to have occurred as of the date of the Certificate of Substantial Completion."</p> <p>Inserted the following as the fifth bullet point after the first paragraph under Section 7.14.2, Final Acceptance:</p> <p>"The Contractor has submitted to the Authority the long-term environmental compliance plan as provided in the "Pre-Construction Activities" clause (Section 42.2) of the General Provisions;"</p>	B.2, Pt B.2, Page 27
	<p>Inserted the following at the end of the second to last paragraph under Section 7.14.2, Final Acceptance:</p> <p>"Final Acceptance shall be deemed to have occurred as of the date of the Certificate of Final Acceptance."</p> <p>Lowercased "date" in the last line of the paragraph under Section 7.14.3, Passage of Title.</p> <p>Replaced "may request" with "shall be entitled to" at the end of the second line of the first paragraph under Section 7.15, Force Majeure.</p>	B.2, Pt B.2, Page 28
	<p>Inserted "The term" and put "Force Majeure" in quotations in the sentence preceding the second bulleted list under Section 7.15, Force Majeure.</p> <p>Inserted the following as a replacement for Section 8, Not Used:</p> <p>8. Submittal Requirements</p> <p>8.1 General Requirements</p>	B.2, Pt B.2, Page 29-32



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	<p>Unless as otherwise provided, the Contractor shall submit all required Contract submittals to the Authority for review as required by the various sections of the Contract. Submittals shall not include changes to the scope of work and review responses and/or comments are not an authorization for changes in the work. All proposed or requested changes in scope shall be submitted in accordance with the "Changes" clause (Section 17).</p> <p>All technical contract submittals shall be submitted to the Authority in accordance with the requirements specified in Book 3, Part B, Subpart 1, "Verification, Validation and Self-Certification" requirements.</p> <p>For non-technical or management related Contract submittals from the Contractor, including but not limited to the following, the V&V Self Certification process is optional:</p> <ul style="list-style-type: none"> • Progress reports • Quality Program and Quality Management System plans • Safety & Security Plans (SSHASP, SSSP) <p>For schedule submittal requirements, see Book 3, Part B, Subpart 8: Cost and Scheduling Controls Program.</p> <p>The Contractor's Quality Manager shall perform an independent review of each and every Contract Submittal and shall certify in writing that the submittal is complete and in full compliance with the Contract requirements. Failure to provide the required certification will cause the Submittal to be rejected. This requirement is independent of and in addition to the V&V Self Certification process.</p> <p>For those submittals requiring Authority approval, the Authority will review and issue a response for each submittal with one of the following submittal review dispositions;</p> <ul style="list-style-type: none"> • Approved • Approved with comments • Rejected with comments <p>If any Contract submittal receives an "Approved with comments" disposition, the Contractor shall address those comments and notify the Authority how it addressed those comments, in writing within 14 days after receipt of the Authority's response, but is not required to resubmit the underlying documents.</p> <p>If any Contract submittal receives a response of "Rejected with comments," the Contractor shall address those comments and resubmit the entire</p>	



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	<p>submittal within 14 days of receipt of the Authority's response.</p> <p>For Contract submittals that do not require Authority approval, each submittal shall be submitted to the Authority. Upon review, the Authority will issue a response for each submittal with one of the following submittal review dispositions;</p> <ul style="list-style-type: none"> • Statement of No Objection (SONO) • SONO with comments • Statement of Objection (SOO) with comments <p>This review and SONO process does not represent a hold point and the Contractor may proceed at its own risk.</p> <p>If any Contract submittal receives a disposition of "SONO with comments," the Contractor shall address those comments and notify the Authority in writing with how it addressed those comments, within 14 days after receipt of the Authority's response, but is not required to resubmit the underlying documents.</p> <p>If any Contract submittal receives a response of "SOO with comments," the Contractor shall address those comments and resubmit the entire submittal within 14 days of receipt of the Authority's response.</p> <p>Construction Phase submittals are those submittals that will typically be required by the Construction Specifications and do not require submittal to the Authority. Such submittals shall be submitted, unless noted otherwise in accordance with the Standard Specifications and as described in the Scope of Work (Book 2, Part C). The Contractor shall provide access to the Authority for the review and audit of these submittals. The Contractor shall provide copies of these submittals to the Authority upon request.</p> <p>Supplemental, supporting information to any submittal under review may be requested by the Authority. The Contractor shall supply such information in the form and within the timeframe requested by the Authority. The Contractor shall not be entitled to any increase in Contract Price or extension of time for producing the said supporting information and such additional time as required by the Authority to complete the review process.</p> <p>The Authority may require the Contractor to re-submit any submittal for review where the information submitted is considered by the Authority in its sole discretion insufficient to conduct a proper review or actions arising from the review require significant revisions.</p> <p>The time and cost impacts of re-submissions or revisions arising from the</p>	



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	<p>reviews and caused by the submittal’s non-compliance with the Contract requirements or inadequacy in completeness of the submittal, including the time taken for the Authority to review the revisions, shall be at the Contractor’s sole expense.</p> <p>8.2 Specific Requirements</p> <p>The following table contains quantities for any submittals that may be submitted to the Authority as called for in the Contract.</p> <p>Table 1: Document Submittals Types and Quantities</p> <table><tr><th rowspan="2">Submittal Types¹</th><th colspan="3">Submit 3 DVDs of each electronic</th></tr><tr><th>Hard copies</th><th>PDF</th><th>Microsoft Word</th></tr><tr><td>Drawings (1 full/5 half size)</td><td>6</td><td>x</td><td></td></tr><tr><td>Specifications</td><td>6</td><td>x</td><td>x</td></tr><tr><td>Reports</td><td>6</td><td>x</td><td></td></tr><tr><td>Calculations</td><td>3</td><td>x</td><td></td></tr><tr><td>Other Documents</td><td>6</td><td>x</td><td>x</td></tr><tr><td>Construction-Phase Submittals (if required)</td><td></td><td></td><td></td></tr><tr><td>Shop drawings</td><td>3⁴</td><td></td><td></td></tr><tr><td>Manufacturer standard schematic drawings</td><td>6</td><td></td><td></td></tr><tr><td>Contractor’s or manufacturer’s engineer calculations</td><td>3</td><td></td><td></td></tr><tr><td>Manufacturer’s standard data, including installation and application instructions</td><td>6</td><td></td><td></td></tr><tr><td>Inspection reports, test reports, and certificates of compliance</td><td>6</td><td></td><td></td></tr><tr><td>Samples (3 each)</td><td>Not Applicable (N/A)</td><td></td><td></td></tr></table> <p>1. Specifications Ready-for-Construction and As-Built submittals shall be signed and sealed. Drawings Ready-for-Construction and As-Built submittals shall be signed and sealed in accordance with the Plans Preparation Manual.</p> <p>2. Submit Microsoft Word files for Ready-for-Construction and As-Built submittals only.</p> <p>3. Submit CADD files in accordance with CADD Manual and Plans</p>	Submittal Types ¹	Submit 3 DVDs of each electronic			Hard copies	PDF	Microsoft Word	Drawings (1 full/5 half size)	6	x		Specifications	6	x	x	Reports	6	x		Calculations	3	x		Other Documents	6	x	x	Construction-Phase Submittals (if required)				Shop drawings	3 ⁴			Manufacturer standard schematic drawings	6			Contractor’s or manufacturer’s engineer calculations	3			Manufacturer’s standard data, including installation and application instructions	6			Inspection reports, test reports, and certificates of compliance	6			Samples (3 each)	Not Applicable (N/A)			
Submittal Types ¹	Submit 3 DVDs of each electronic																																																								
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Construction-Phase Submittals (if required)																																																									
Shop drawings	3 ⁴																																																								
Manufacturer standard schematic drawings	6																																																								
Contractor’s or manufacturer’s engineer calculations	3																																																								
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	<p>Preparation Manual.</p> <p>4. Submit full-size prints on bond paper of shop drawings.</p> <p>Replaced “the” with “no” and “or its employees” with “-Related Entity” and deleted “not” from the third line of the first paragraph under Section 9, Interest of Public Officials.</p>	
	<p>Section 11, previously entitled “Insurance” was renamed as “Not Used” and the following thereunder is deleted from the General Provisions:</p> <p>“The Contractor will provide at its expense certain insurance coverage for the Authority, Indemnified Persons, Contractor and eligible Subcontractors as required, in the form of a Contractor Controlled Insurance Program (CCIP). The Contractor will include the Indemnified Persons as additional insureds for insurance as required in order to meet the requirements of the Authority’s agreements with the Indemnified Persons. In addition to any insurance provided by the Contractor, Contractor shall also be responsible for ensuring that Subcontractors provide certain other insurance, as specified herein.</p> <p>Unless otherwise specified in the Contract, all insurance required hereunder shall be procured from insurance companies with an A.M. Best and Company rating level of A- or better, Class VIII or better and with companies or through sources approved by the California State Insurance Commissioner.</p> <p>Unless otherwise indicated below, the policies shall be kept in force from the date of execution of the Contract until the date of Final Acceptance by the Authority.</p> <p>The Authority, at its sole discretion, may elect to provide certain insurance coverage on behalf of the Contractor and selected Subcontractors through an Owner Controlled Insurance Program (OCIP). Such coverage to be included in the OCIP shall include, but not be limited to, Worker’s Compensation and Employer’s Liability, Commercial General Liability , Excess/Umbrella Liability, Environmental Liability, Professional Liability, Builders Risk, Marine Cargo and Railroad Protective Liability insurance. Should Authority chose to provide any or all such coverage through an OCIP, a change order will be issued accordingly.</p> <p>11.1 Insurance Provided by the Contractor</p> <p>Contractor shall procure, maintain and pay premiums for the insurance coverage described in Sections 11.2 and 11.3 below for the benefit of Authority, Indemnified Persons, Contractor and Subcontractors as described herein. No other type of insurance and no higher limits than those set forth</p>	B.2, Pt B.1, Page 33



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	<p>in Sections 11.2 and 11.3 will be furnished by the Authority. The insurance described in Section 11.2 will not apply with respect to any Subcontractor who is not an Accepted Subcontractor in accordance with Section 11.4.</p> <p>With respect to the policies described in Sections 11.2 and 11.3 hereof: (a) the Contractor shall be responsible for payment of premiums and (b) the Contractor shall be solely responsible for all deductibles for each claim, suit or action made against such policies, with respect to all matters for which the Contractor is responsible hereunder.</p> <p>Any summaries of coverage to be provided by the Contractor hereunder are not insurance policies. Whenever there is a conflict between a description of coverage and the actual insurance provided under a given policy, the insurance policy provisions control. Contractor and each Subcontractor should review the insurance policies themselves to assure that the coverage provided is adequate to meet their needs. Upon written request, Contractor shall provide Authority with certified copies of Contractor's or Subcontractor's insurance policies required herein.</p> <p>11.2 CCIP Coverage</p> <p>The following coverages shall be provided under the CCIP.</p> <p>11.2.1 Workers' Compensation</p> <p>The Contractor shall provide Workers' Compensation insurance as required by California law, including coverage for Employer's Liability in an amount not less than \$2,000,000 per accident. If applicable, the Contractor shall also provide coverage for claims asserted under the Longshoremen's and Harbor Workers Compensation Act (LHWCA) and the Jones Act, as required. The Contractor and Subcontractors shall be a named insured on these policies.</p> <p>11.2.2 Commercial General Liability</p> <p>The Contractor shall provide Commercial General Liability (CGL) coverage, on a primary basis, for bodily injury, property damage, personal injury and advertising injury liability written on an occurrence form that shall be no less comprehensive and no more restrictive than the coverage provided by Insurance Services Office (ISO) form CG 00 01 12 04.</p> <p>The Commercial General Liability insurance shall include, but not be limited to, coverage for liability arising out of: (i) fire legal liability (not less than the replacement value of the portion of the premises occupied); (ii) blanket contractual; (iii) independent contractors; (iv) premises operations; (v) products and completed operations for a minimum of five years following Final Acceptance by the Authority; and (vi) work within 50 feet of a railroad.</p>	



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	<p>This coverage shall have an annual minimum limit of \$2,000,000 per occurrence, \$4,000,000 general annual aggregate and \$4,000,000 products/completed operations aggregate.</p> <p>The Contractor shall be the first named insured and the Authority and Subcontractors shall be additional named insureds. Each of the Indemnified Persons shall be an additional insured with respect to liability arising out of the Project for any acts, errors or omissions of any insured party occurring on the Site.</p> <p>11.2.3 Environmental Liability</p> <p>The Contractor shall provide environmental liability coverage on a claims made basis with limits of not less than \$25,000,000 per claim and aggregate . The policy shall have a deductible of not less than \$250,000 per claim. The policy shall include as named insured the Authority, the Contractor and Subcontractors (including design subconsultants) at any tier performing Work for which such coverage is appropriate. The remaining Indemnified Persons shall be additional insureds with respect to liability arising out of the Project or any acts, errors or omissions of any Contractor-Related Entity, whether occurring on or off of the Site. The policy shall have a five year extended reporting period and cover claims made on and prior to Final Acceptance by the Authority and claims made after Final Acceptance by the Authority but within the extended reporting period.</p> <p>11.2.4 Excess/Umbrella Liability Insurance</p> <p>The Contractor shall provide excess/umbrella liability insurance with limits not less than \$200,000,000, which will provide coverage at least as broad as the primary coverage set forth herein, including Employer's Liability, Commercial General Liability, and if applicable, Automobile Liability on the Contractor's and Subcontractor's project vehicles, in excess of the amounts set forth in Sections 11.2 (Employer's Liability) and 11.2.2, respectively. The Contractor shall be the first named insured. The Authority and Subcontractor shall be additional named insureds, and the Indemnified Persons shall be additional insureds with respect to liability arising out of the Project or any acts, errors or omissions of any Contractor-Related Entity for claims occurring on the Site.</p> <p>11.2.5 Professional Liability Insurance</p> <p>The Contractor shall provide, or cause to be provided, professional liability coverage with limits not less than \$25,000,000 per claim and in the aggregate. The professional liability coverage shall protect against any negligent act, error or omission arising out of design or engineering activities with respect to the Project. The policy shall be a Project-specific policy, shall have a retroactive date no later than the date of</p>	



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	<p>commencement of final design for any aspect or the Project, and shall remain in place through the date of Final Acceptance by the Authority. The policy shall have an extended reporting period of not less than five years from the date of Final Acceptance by the Authority of coverage. The coverage shall include as insureds the contractor and design subconsultants at any tier. The policy shall include an endorsement providing the Authority with vicarious liability coverage. The policy shall have a deductible of not less than \$250,000 per claim. This policy may be in excess of the coverage provided for claims, which may also be covered pursuant to the Commercial General Liability policy required above. The coverage shall also include an indemnity endorsement to provide coverage for the Indemnified Persons for liability arising out of the activities or any act, error, or omission of any Contractor-Related Entity providing professional services hereunder.</p> <p>11.2.6 Builder's Risk</p> <p>The Contractor shall procure and maintain builder's risk insurance to include the interests of the Authority, the Contractor, all Subcontractors (excluding those solely responsible for design Work) at any tier, and the Indemnified Persons, as their respective interests may appear. The insurance shall be maintained until the date of Final Acceptance by the Authority.</p> <p>11.2.6.1 Minimum Scope</p> <p>The policy shall be written on a builder's risk "all risk" form on a replacement cost basis including, but not limited to: (i) coverage for any ensuing loss from faulty workmanship, nonconforming Work, materials, omission or deficiency in design or specifications; (ii) coverage against damage or loss caused by earth movement, flood, fire, theft, vandalism and malicious mischief and accidental breakdown of machinery; (iii) coverage during operational testing; (iv) coverage for removal of debris; (v) coverage for buildings, structures, including temporary structures; machinery, equipment, facilities, fixtures and all other property constituting a part of the Project; (vi) transit coverage, including ocean marine coverage (unless insured by the supplier); a "50/50 Clause"; and (vii) sub-limits sufficient to insure the full replacement value of any key equipment.</p> <p>11.2.6.2 Minimum Policy Limits</p> <p>The policy shall have a minimum policy limit of the "replacement cost value" based on "maximum probable loss" for each segment, except for earth movement and flood coverage.</p> <p>In satisfaction of the requirements of subsection (vi) above concerning "ocean marine coverage," the Contractor may obtain separate ocean marine insurance on an "all risk" basis known as "Institute Cargo Clauses (A)," including war, riots and strikes, covering all materials and equipment</p>	



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	<p>associated with the Work at full replacement value while in transit, shipment and/or moorage until the date of Final Acceptance by the Authority..</p> <p>In any policies procured pursuant to this subsection, deductibles or self-insured retentions for earth movement and flood shall be no greater than five percent of the total value of each insured unit at the time of loss, and deductibles or self-insured retentions for all other perils shall not exceed \$100,000. Such deductibles or self-insured retentions shall be the responsibility of the Contractor.</p> <p>11.2.7 Railroad Protective</p> <p>The Contractor, on behalf of the Authority, Contractor, Subcontractors and Indemnified Persons, shall provide any coverage as may be required by any railroad as a condition of the railroad's consent for entry onto railroad facilities or property. Said policy shall be effective during the period any Work is being performed within 50 feet of any railroad right of way.</p> <p>11.3 Accepted Subcontractors</p> <p>With respect to the CCIP policies, subject to the exceptions below, each Subcontractor whose contract amount is projected to equal or exceed \$50,000 for work performed on site d shall be eligible for coverage and shall become an Accepted Subcontractor and provided the insurance coverage described in Section 11.2 following enrollment, unless Contractor gives Subcontractor written notice, as soon as is practicable after the receipt of the necessary enrollment information that the Subcontractor is not acceptable for inclusion in the CCIP. A Subcontractor whose Subcontract amount is projected to be less than \$50,000 shall not be an Accepted Subcontractor unless Contractor specifically determines by written notice to such Subcontractor they are to be an Accepted Subcontractor. In addition, the following Subcontractors will not be considered Accepted Subcontractors and will not be covered by the insurance coverage described in Section 11.2:</p> <ul style="list-style-type: none"> • Vendors, suppliers, material dealers, tower crane riggers, truckers, haulers, drivers, and others who merely sell, transport, pickup, deliver, or carry materials, personnel, parts, equipment, or other items or persons to or from the project work sites; • Subcontractors performing hazardous materials remediation, removal and/or transport; • Architects, surveyors, engineers, construction managers and soil testing engineers; and 	



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	<ul style="list-style-type: none"> • Subcontractors that do not perform any actual labor on the Project site or who have only incidental operations at the Project site, such as supervisory personnel, vendor representatives, or technical consultants. <p>11.4 Obligations of Contractor and Accepted Subcontractors</p> <p>The Authority, Contractor and each Accepted Subcontractor shall not violate or knowingly permit to be violated any conditions of the policies of insurance which have been furnished by Contractor.</p> <p>The Authority, Contractor and each Accepted Subcontractor shall fully cooperate with and assist the insurers and their representatives with respect to:</p> <ul style="list-style-type: none"> • Compliance with Authority's and/or Contractor's safety rules, procedures, policies and administration as outlined in the CCIP Manual (including the claims procedures contained therein); • Provision of necessary contract, operations and insurance information; • Immediately notifying the Contractor's insurance administrator of all Subcontracts upon award; • Maintenance and provision of certified monthly payroll records and other records as necessary for determination of premium; • Cooperation with any insurance company or insurance administrator with respect to request for claims, contract amounts, payrolls or other information required under the program; • Immediately notifying the Authority that any Contractor or Subcontractor provided coverage has been canceled, materially changed, or not been renewed; • Submitting to Contractor's insurance representative information to facilitate the final insurance audit as required by the CCIP Manual. • Completing the following administrative forms within the time frames specified: <ul style="list-style-type: none"> - Notice of Subcontract award upon execution of the Subcontract; - CCIP Enrollment Form, upon execution of a Subcontract; - Monthly Payroll Record, within 10 days after the last day of each month; - Letter of authorization to obtain experience modification information; - Notice of Completion - Upon completing all construction Work required as a condition to Final Acceptance. 	



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	<ul style="list-style-type: none"> • Completed forms will be sent to the Contractor's CCIP administrator: <p>Upon receipt of properly completed copies of the CCIP Enrollment Form, Contractor's insurance representative will arrange for and send to The Authority, Contractor, or the Accepted Subcontractor, as applicable, the following:</p> <ul style="list-style-type: none"> - Certificates of Insurance evidencing the policies procured by the Contractor; - The Workers' Compensation & Employers' Liability policy issued in the name of the Contractor or the Accepted Subcontractor upon receipt from the insurance carrier; and - Copies of the other policies procured by the Contractor or its Subcontractor, upon request. <p>11.5 Termination/Modification of Authority Provided Insurance Coverage</p> <p>In the event any of the insurance coverages described in Section 11.2 is modified, canceled or becomes unavailable during the period in which Authority is required to maintain such insurance under this Contract, Authority will give Contractor and each Accepted Subcontractor 30 days' prior written notice of such modification, cancellation or unavailability. In the event any of the insurance coverage described in Section 11.3 is modified, canceled or becomes unavailable during the period in which Authority is required to maintain such insurance under this Contract, Authority will give Contractor 30 days' prior written notice of such modification, cancellation or unavailability. In the event of such cancellation, Authority will, at its sole option and at least 30 days prior to the effective date of cancellation:</p> <ul style="list-style-type: none"> • Procure alternate comparable insurance coverage for the policy or policies canceled; or • Require Contractor and each Accepted Subcontractor to procure and maintain insurance coverage for the policy or policies canceled, to the extent commercially available, with limits or exclusions corresponding to the limits and exclusions set forth in Section 11.2 or 11.3 (or as agreed) for the policy or policies canceled. Any such policies procured by Contractor shall conform to the general conditions described in Section 11.2 or 11.3, as applicable. Authority will reimburse Contractor or the Accepted Subcontractors for the reasonable net premiums for insurance coverage procured to replace those coverage previously provided to Authority. <p>11.6 Insurance To Be Provided by Contractor and Subcontractors</p> <p>Contractor and Subcontractors shall provide insurance as specified in</p>	



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	<p>Sections 11.8 and 11.9 hereof. Except as otherwise specified, all such insurance shall be on an occurrence basis and not on a claims made basis. The Contractor shall provide certificates of insurance for the above coverage to the Authority within thirty (30) days of issuance of the Notice to Proceed and thereafter not less than thirty (30) days prior to the expiration of each required coverage. Upon request by the Authority, the Contractor shall provide the Authority with a copy of each policy.</p> <p>11.7 Other Insurance To Be Provided by Contractor and Accepted Subcontractors for Off-Site Work</p> <p>11.7.1 Commercial General Liability Insurance</p> <p>The Contractor and Accepted Subcontractors shall maintain throughout the term of the Contract Commercial General Liability insurance for any Work not performed on-site, with the Authority and the Indemnified Persons named as additional insureds. This insurance shall also cover any employees coming on the Site after Final Acceptance. The following limits shall apply:</p> <ul style="list-style-type: none"> • \$2,000,000 bodily injury/property damage each occurrence • \$4,000,000 products/completed operations aggregate • \$4,000,000 general aggregate • \$2,000,000 personal injury <p>11.7.2 Workers' Compensation/Employer's Liability Insurance for Off-Site Work</p> <p>The Contractor and Accepted Subcontractors shall maintain throughout the term of the Contract Workers' Compensation/Employer's Liability insurance for any Work performed away from the Site. This insurance shall also cover any employees coming on the Site after Final Acceptance. This insurance shall include:</p> <ul style="list-style-type: none"> • Workers' Compensation (coverage A) with statutory limits in accordance with the laws of the state where the Work is performed; • Employer's Liability (Coverage B) with minimum limits of \$1,000,000 per accident; • Sixty (60) day notice of cancellation clause; and • All states endorsement <p>11.7.3 Automobile Liability Insurance</p> <p>The Contractor and Accepted Subcontractors shall maintain throughout the term of the Contract Automobile Liability insurance for claims of bodily</p>	



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	<p>injury and property damage arising from the use of owned, non-owned and hired vehicles with a limit of not less than \$2,000,000 per occurrence combined single limit, with the Authority and the Indemnified Persons named as additional insureds.</p> <p>11.7.4 Excess/Umbrella Liability Insurance</p> <p>The Contractor and Accepted Subcontractors shall maintain throughout the term of the Contract Excess/Umbrella Liability insurance in an amount of not less than \$20,000,000 per occurrence excess of all other coverages, and in a form at least as broad in coverage as the underlying policy. The Contractor shall have sole responsibility for determining whether to require Excess/Umbrella Liability insurance to be provided by SBE Subcontractors, and the amount of any such coverage required, which determination shall be made in accordance with reasonable and prudent business practices.</p> <p>11.7.5 Contractor's Equipment Insurance</p> <p>If applicable, the Contractor and Accepted Subcontractors shall maintain throughout the term of the Contract Contractor's Equipment insurance covering loss or damage to their respective equipment, tools and other property. In the event Contractor or any Subcontractor chooses to self-insure part or all of their respective equipment, prior written approval by the Authority must be obtained.</p> <p>11.7.6 Aircraft Liability</p> <p>The Contractor and Accepted Subcontractors shall, if applicable, maintain or cause to be maintained Aircraft Liability insurance with a limit of not less than \$10,000,000 per occurrence, in all cases where any aircraft is used on the Project that is owned, leased or chartered by any Contractor-Related Entity, protecting against claims for damages resulting from such use. Any aircraft intended for use in performance of the Work, the aircraft crew, flight path and altitude, including landing of any aircraft on the Site or on any property owned, rented or leased by the Authority shall be subject to review and written acceptance by the Authority prior to occurrence of any such usage. If any aircraft are leased or chartered with crew and/or pilot, evidence of non-owned aircraft liability insurance will be acceptable in lieu of the coverage listed above, but must be provided prior to use of the aircraft and in a limit of not less than \$2,000,000 per passenger seat, including crew. Such non-owned aircraft liability insurance shall name the Authority, Contractor and the Indemnified Persons as additional insured with respect to liability arising out of the Project or any acts, errors or omissions of any insured party, whether occurring on or off the Site.</p> <p>11.7.7 Marine Liability</p> <p>The Contractor and Accepted Subcontractors, shall, if applicable, maintain,</p>	



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	<p>or cause to be maintained, marine protection and indemnity (P&I) insurance for all liabilities arising out of the operation of a watercraft or vessel used on the Project that is owned, leased or chartered by any Contractor-Related Entity. In the event that marine related activities are to be performed exclusively by Subcontractors, the Contractor shall require such Subcontractors to satisfy the requirements of this Section 11.8.7. The policy shall include, but not be limited to, coverage for bodily injury, illness and/or loss of life to any person or crew member (including any and all claims arising pursuant to the Jones Act and claims for maintenance and cure), damage to cargo while loading, carrying or unloading cargo, damage to piers and docks, pollution liability, and removal of wreckage as required by law. Such coverage shall have limits of not less than \$10,000,000 per occurrence and shall be required in all cases where any watercraft or vessel is used on the Project that is owned, leased or chartered by any Contractor-Related Entity. If any watercraft or vessels are leased or chartered with crew, evidence of non-owned watercraft liability ("Charterer's Liability") insurance complying with the requirements of this Section 11.8.7 will be acceptable but must be provided to the Authority prior to use of the watercraft or vessel. The Authority and the Indemnified Persons shall be additional insured with respect to liability arising out of the Project or any acts, errors or omissions of any insured party, whether occurring on or off the Site.</p> <p>11.8 Insurance Requirements of Ineligible Subcontractors</p> <p>The Contractor shall cause each Subcontractor not eligible for CCIP coverage to provide and maintain insurance that complies with the requirements for Contractor-provided insurance in circumstances where the Subcontractor is not covered by insurance provided by the Contractor hereunder; provided that the Contractor shall have sole responsibility for determining the limits of coverage required to be obtained by Subcontractors (if any), which determination shall be made in accordance with reasonable and prudent business practices. The Contractor shall cause each such Subcontractor to include the Authority and each of the Indemnified Persons as additional insureds under such Subcontractors' insurance policies obtained pursuant to the requirements set forth herein. The Contractor shall require each such Subcontractor to require that its insurer agree to waive any subrogation rights the insurers may have against the Authority and the Indemnified Persons. If requested by the Authority the Contractor shall promptly provide certificates of insurance evidencing coverage for each Subcontractor. The Authority shall have the right to contact the Subcontractors directly in order to verify the above coverage.</p> <p>11.9 General Insurance Requirements</p>	



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	<p data-bbox="321 373 727 401">11.9.1 Endorsements and Waivers</p> <p data-bbox="321 422 1219 548">All insurance policies required to be provided by the Contractor and Subcontractors hereunder shall contain or be endorsed to comply with the following provisions, provided that, for the Workers' Compensation policy, only subsection (d) shall be applicable:</p> <ul data-bbox="321 569 1219 1787" style="list-style-type: none"> <li data-bbox="321 569 1219 789">• All such coverage shall be primary insurance, and shall specify that coverage continues notwithstanding the fact that the Contractor has left the Site. Any insurance or self-insurance beyond that specified in this Contract that is maintained by an insured, additional insured, or their respective members, directors, officers, employees, agents and consultants shall be in excess of, and shall not contribute with, the insurance required herein. <li data-bbox="321 810 1219 1031">• Any liability failure on the part of a named insured to comply with reporting provisions or other conditions of the policies, any breach of warranty, any action or inaction of a named insured or others, any foreclosure relating to the Project or any change in ownership of all or any portion of the Project shall not affect coverage provided to the other insureds or additional insureds (and their respective members, directors, officers, employees, agents and consultants). <li data-bbox="321 1052 1219 1440">• All insurance to be provided herein shall include a "separation of insured" clause and shall apply separately to each insured and additional insured against whom a claim is made or suit is brought, except with respect to the limits of the insurer's liability. No policy shall contain any provision or exclusion (including a "cross-liability" or similar exclusion) that in effect would prevent, bar, or otherwise preclude any insured or additional insured under the policy from making a claim that would otherwise be covered by such policy on the grounds that the claim is brought by an insured or additional insured against an insured or additional insured under the policy. The requirements of this subsection do not apply to claims by the Contractor against any of its Subcontractors or suppliers or to claims between Subcontractors and/or suppliers. <li data-bbox="321 1461 1219 1650">• Each policy shall be endorsed to state that coverage shall not be suspended, voided, canceled, modified or reduced in coverage or in limits except after 45 days (ten (10) days for non-payment of premium) actual prior written notice by certified mail, return receipt requested, has been given to the Authority. Such endorsement shall not include any limitation of liability of the insurer for failure to provide such notice. <li data-bbox="321 1671 1219 1787">• All endorsements adding additional insured to required policies shall be on form CG-20-10 (1985 edition) or an equivalent form and shall contain no limitations or exclusions with respect to "products/completed operations" coverage. The coverage shall be primary and non-contributory with respect 	



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	<p>to any other insurance maintained by the additional insured. Any insurance or self-insurance that is maintained by an additional insured, or their members, directors, officers, employees, agents and consultants shall be in excess of, and shall not contribute with, the insurance required herein.</p> <ul style="list-style-type: none"> • The automobile liability insurance policy shall be endorsed to include Motor Carrier Act Endorsement-Hazardous materials clean up (MCS-90) or its equivalent. <p>11.9.2 Waivers of Subrogation</p> <p>The Contractor and the Authority each waives all their respective rights against each other and the Indemnified Persons, against each of their agents and employees and against Subcontractors and suppliers and their respective members, directors, officers, employees, agents and consultants for any claims arising out of the performance of work under this Contract. The Contractor shall require all Subcontractors and any Contractor-Related Entity to provide similar waivers in writing each in favor of the Indemnified Persons. The waivers required in this subsection do not apply to claims between Subcontractors or those claims asserted by the Contractor against any Subcontractors and/or suppliers.</p> <p>Each policy, including workers' compensation coverage, shall include a mutual waiver of any right of subrogation against the Indemnified Persons and any other additional insured (and their respective members, directors, officers, employees, agents and consultants) and vice versa.</p> <p>11.9.3 Changes in Requirements</p> <p>The Authority shall notify the Contractor in writing of any changes in the requirements applicable to insurance required to be provided by Contractor and Subcontractors hereunder. Except as set forth in this Section, any additional cost from such change shall be paid by the Authority and any reduction in cost shall reduce the Contract Price pursuant to a Change Order to be initiated by the Authority.</p> <p>11.9.4 No Recourse</p> <p>All costs incurred by Contractor for insurance shall be considered incidental to and included in compensation allowed hereunder and no additional payment will be made by the Authority unless expressly stated otherwise.</p> <p>11.9.5 Support of Indemnifications</p> <p>The insurance coverage required hereunder shall support but is not intended to limit the Contractor's indemnification obligations under the Contract Documents.</p> <p>11.9.6 Commercial Unavailability of Required Coverage</p>	



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	<p>If, through no fault of the Contractor, any of the coverages required in this Section 11 (or any of the required terms of such coverage, including policy limits) become unavailable or are available only with commercially unreasonable premiums, the Authority will consider in good faith alternative insurance packages and programs proposed by the Contractor, with the goal of reaching agreement on a package providing coverage equivalent to that specified herein.</p> <p>11.10 Authority's Right to Remedy Breach by the Contractor</p> <p>Failure on the part of the Contractor to maintain the insurance as required hereunder shall constitute a material breach of the Contract, upon which the Authority may, after giving five (5) Working Days notice to the Contractor to correct the breach, immediately terminate the Contract or, at its discretion, procure or renew such insurance and pay any and all premiums in connection therewith, with any sums so expended to be repaid to the Authority on demand, or at the sole discretion of the Authority, offset against funds due to the Contractor from the Authority</p> <p>11.11 Insurance Proceeds and Prosecution of Claims</p> <p>Under certain circumstances, insurance policies required to be provided by the Contractor hereunder are intended to provide compensation to the Contractor for costs incurred by the Contractor. The Contractor shall be responsible for processing all such claims and shall not be entitled to receive a Change Order for any costs, which it could have recovered from the insurer. The Contractor agrees to report timely to the insurer(s) any and all matters, which may give rise to an insurance claim and to promptly and diligently pursue any and all insurance claims, whether for defense or indemnity or both.</p> <p>11.12 Commencement of Work</p> <p>The Contractor shall not commence Work under this Contract until it has obtained the insurance required under this Section 11, and has furnished certificates of insurance evidencing the required coverage as required hereunder, nor shall the Contractor allow any Subcontractor to commence Work under any Subcontract until the insurance required of the Subcontractor has been obtained, evidenced and approved by the Contractor.</p> <p>11.13 Disclaimer</p> <p>The coverage limits set forth in this "Insurance" clause are minimum requirements and the Authority does not represent in any way that the minimum coverage and limits required hereunder will be adequate to protect the Contractor's interests. The Contractor and each Subcontractor shall have the responsibility to make sure that their insurance programs fit</p>	



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	<p>their particular needs, and it is their ultimate responsibility to arrange for and secure any additional insurance coverage which they deem advisable, whether or not specified herein. Nothing in this Section shall be construed as limiting in any way the extent to which the Contractor may be held responsible for any claims resulting from its performance or non-performance of the work hereunder. The Contractor's obligations to procure insurance are separate and independent of its contractual defense and indemnity obligations. The coverage limits set forth in this Section are minimum requirements and the Authority does not represent in any way that the minimum coverage and limits required hereunder will be adequate to protect the Contractor's interests.</p> <p>Insurance During Warranty Period</p> <p>During the Warranty Period, the Contractor shall procure, maintain and pay premiums for the following insurance coverages:</p> <p>Property Insurance</p> <p>(i) Contractor, on behalf of the Authority, shall provide Property Insurance to include all interests of the Authority on the Project. Such insurance shall be written on an "all risk" form on a replacement cost basis, including without limitation coverage for any ensuing loss from faulty workmanship, nonconforming Work, materials, omission or deficiency in design or specifications;</p> <p>(ii) coverage against damage or loss caused by earth movement, flood, fire, theft, vandalism and malicious mischief and accidental breakdown of machinery; and coverage during operational testing;</p> <p>(iii) coverage for removal of debris;</p> <p>(iv) coverage for buildings, structures, including temporary structures; machinery, equipment, facilities, fixtures and all other property constituting a part of the Project;</p> <p>(v) transit coverage, including ocean marine coverage (unless insured by the supplier); a "50/50 Clause"; and</p> <p>sub-limits sufficient to insure the full replacement value of any key equipment. Minimum Policy Limits The policy shall have a minimum policy limit of the "replacement cost value" based on "maximum probable loss" for each segment, except for earth movement and flood coverage.</p> <p>In satisfaction of the requirements of subsection (vi) above concerning "ocean marine coverage," the Contractor may obtain separate ocean marine insurance on an "all risk" basis known as "Institute Cargo Clauses (A)," including war, riots and strikes, covering all materials and equipment associated with the Work at full replacement value while in transit,</p>	



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	<p>shipment and/or moorage until the date of Final Acceptance by the Authority.</p> <p>In any policies procured pursuant to this subsection, deductibles or self-insured retentions for earth movement and flood shall be no greater than five percent of the total value of each insured unit at the time of loss, and deductibles or self-insured retentions for all other perils shall not exceed \$100,000. Such deductibles or self-insured retentions shall be the responsibility of the Contractor.</p> <p>The Contractor shall be the first named insured and the Authority and any Subcontractors shall be additional named insureds.</p> <p>Railroad Protective</p> <p>If applicable, the Contractor, on behalf of the Authority, Contractor, any subcontractors and Indemnified Persons, shall provide any coverage as may be required by any railroad as a condition of the railroad's consent for entry onto railroad facilities or property. Said policy shall be effective during the period any Work is being performed within 50 feet of any railroad right of way.</p> <p>Workers' Compensation</p> <p>The Contractor shall provide Workers' Compensation insurance as required by California law, including coverage for Employer's Liability in an amount not less than \$2,000,000 per accident. If applicable, the Contractor shall also provide coverage for claims asserted under the Longshoremen's and Harbor Workers Compensation Act (LHWCA) and the Jones Act, as required. The Contractor and any subcontractors shall be a named insured on these policies.</p> <p>Commercial General Liability</p> <p>The Contractor shall provide Commercial General Liability (CGL) coverage, on a primary basis, for bodily injury, property damage, personal injury and advertising injury liability, written on an occurrence form that shall be no less comprehensive and no more restrictive than the coverage provided by Insurance Services Office (ISO) form CG 00 01 12 04.</p> <p>The Commercial General Liability insurance shall include, but not be limited to, coverage for liability arising out of: (i) fire legal liability (not less than the replacement value of the portion of the premises occupied); (ii) blanket contractual; (iii) independent contractors; (iv) premises operations; (v) products and completed operations ; and (vi) work within 50 feet of a railroad.</p> <p>This coverage shall have an annual minimum limit of \$2,000,000 per</p>	



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	<p>occurrence, \$4,000,000 general annual aggregate and \$4,000,000 products/completed operations aggregate.</p> <p>The Contractor shall be the first named insured and the Authority and any subcontractors shall be additional named insureds. Each of the Indemnified Persons shall be an additional insured with respect to liability arising out of the Project for any acts, errors or omissions of any insured party occurring on the Site.</p> <p>Automobile Liability Insurance</p> <p>The Contractor and all subcontractors working on the Project shall maintain throughout the term of the Contract Automobile Liability insurance for claims of bodily injury and property damage arising from the use at any time of owned, non-owned and hired vehicles with a limit of not less than \$2,000,000 per occurrence combined single limit. The Contractor shall be the first named insured and, with the Authority and any subcontractors shall be the Indemnified Persons named as additional named insureds.</p> <p>Environmental Liability</p> <p>The Contractor shall provide environmental liability coverage on a claims made basis with limits of not less than \$25,000,000 per claim and aggregate. The policy shall have a deductible of not more than \$250,000 per claim. The policy shall include as named insured the Authority, the Contractor and any subcontractors (at any tier) performing Work for which such coverage is appropriate. The remaining Indemnified Persons shall be additional insureds with respect to liability arising out of the Project or any acts, errors or omissions of any Contractor-Related Entity, whether occurring on or off of the Site. The policy shall have a five year extended reporting period which commences upon the cancellation or termination of the policy, whichever occurs first.</p> <p>Excess/Umbrella Liability Insurance</p> <p>The Contractor shall provide excess/umbrella liability insurance with limits not less than \$200,000,000, which will provide coverage at least as broad as the primary coverage set forth in Sections 138.14.1 through 138.14.6, in excess of the amounts set forth in Sections 138.14.1 through 138.14.6. The Contractor shall be the first named insured. The Authority and any subcontractors shall be additional named insureds, and the Indemnified Persons shall be additional insureds with respect to liability arising out of the Project or any acts, errors or omissions of any Contractor-Related Entity for claims occurring on the Site.</p> <p>Professional Liability Insurance</p> <p>The Contractor shall provide, or cause to be provided, professional liability coverage with limits not less than \$25,000,000 per claim and in the</p>	



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	<p>aggregate. The professional liability coverage shall protect against any negligent act, error or omission arising out of the performance of professional services during the Warranty Period with respect to the Project. The policy shall be a Project-specific policy, shall have a retroactive date no later than the date of commencement of the Warranty Period, and shall remain in place through the entire Warranty Period. The policy shall have an extended reporting period of not less than five years from the end of the Warranty Period. The coverage shall include as insureds the contractor and any subcontractors working on the Project during the Warranty Period. The policy shall include an endorsement providing the Authority with vicarious liability coverage. This policy may be in excess of the coverage provided for claims, which may also be covered pursuant to the Commercial General Liability policy required above. The coverage shall also include an indemnity endorsement to provide coverage for the Indemnified Persons for liability arising out of the activities or any act, error, or omission of any Contractor-Related Entity providing professional services hereunder.</p> <p>The Contractor shall provide security as described in this clause. The Contractor may be required to update the bonds on an annual basis, or more frequently if requested by the Authority. Notwithstanding any other provision of the Contract Documents, performance by a surety or Guarantor of any of the obligations of the Contractor hereunder shall not relieve the Contractor of any of its obligations hereunder.</p>	
	<p>Replaced "payment and performance bonds" with "a 100% Performance and ...Payment Bonds." In the first sentence of the first paragraph under Section 12.1 Performance and Payment Bonds.</p> <p>Deleted the following from the end of the first paragraph under Section 12.1, Performance and Payment Bonds:</p> <p>"as described below. The performance bond shall be in an amount equal to 50 percent of the Total Contract Price and the payment bond shall be in an amount equal to 100 percent of the Total Contract Price. The surety company providing the bonds shall be authorized to do business in the State. The surety company shall be approved for the amount of the bonds and have an A.M. Best Co. "Best's Rating" of A- or better and Class X or better, or as otherwise approved by the Authority in its sole discretion. The Contractor shall maintain the payment bond in full force and effect until (a) the Contractor has obtained unconditional releases of liens and stop notices from all Subcontractors who filed preliminary notice of a claim against the bond; or(b) expiration of the statutory period for Subcontractors to file a claim against the bond. Copies of the executed payment and performance bonds are</p>	B.2, Pt B.2, Page 33-34



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	<p>attached to the Signature Document.</p> <p>Copies of the executed payment and performance bonds are attached to the Signature Document.”</p> <p>after “Contract” in the second line of the first paragraph then iInserted the following at the end of the first paragraph of Section 12.1 Performance and Payment Bonds:same paragraph:</p> <p>“Each bond required hereunder shall be provided by a Surety:</p> <ul style="list-style-type: none"> • Registered with the California State Insurance Commissioner, • Appearing on the current Authorized Insurance List in the State of California published by the Office of the Insurance Commissioner, and • With an A.M. Best and Company rating level of A- or better and Class VIII or better, or as otherwise approved by the Authority in its sole discretion. <p>The Authority may require any Sureties to appear and qualify themselves at any time. If the Authority determines, in its sole discretion, that a Surety is not qualified, the Authority may, upon written demand, require the Contractor to furnish a replacement bond or bonds, at no additional cost, from a qualified Surety acceptable to the Authority. Until the replacement bond or bonds are furnished, payments on the Contract shall stop.”</p>	
	<p>Inserted “; or” at the end of the first bullet and deleted the following as the third bullet under Section 12.2, Additional Bond Security:</p> <p>“; or</p> <p>If the Total Contract Price is increased so that the penal sum of any bond becomes inadequate in the opinion of the Authority.”</p> <p>Deleted “to ensure that all Authority program and Project Participants and organization have access to the latest and current versions of each necessary document, the Authority has established a formal docuemtn and data control system that manages all program and Project related recoers, including documents, drawings and other data.” from after the heading for Section 13, Records Management and Document Control.</p> <p>Replaced “any additional document control requirements” with “the industry best records-keeping practices”, pluralized “processes” and inserted “and is compliant with Federal, State and local regulatory retention and other requirements” to replace “defined by the Authority” in the first sentence of the first paragraph under Section 13, Records Management and</p>	B.2, Pt B.1, Page 34-35



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	<p>Document Control.</p> <p>Inserted a colon at the end of the second sentence of the first paragraph under Section 13, Records Management and Document Control.</p> <p>Capitalized "Describe", inserted "records management practices and..., including its retention policies" around "procedures" as the first bullet under the first paragraph of Section 13, Records Management and Document Control.</p> <p>Inserted the following after the first bullet under the first paragraph under Section 13, Records Management and Document Control:</p> <ul style="list-style-type: none"> • Provide an outline of its disaster recovery / business continuity plans for its deliverables. <p>The Contractor shall provide that all electronic deliverables comply with following:</p> <ul style="list-style-type: none"> • Portable Document Format (PDF) submittal shall be in a searchable format via OCR. • PDF file submittals shall be accompanied by its source file, i.e. Microsoft Word, Microsoft Excel, AutoCad, Microstation, etc. where applicable. • All electronic submittals shall be accessible, retrievable, and readable. • All electronic submittals shall be uploaded to the Authority servers. • Submittal to the Authority does not constitute an acceptance. <p>When a hard copy is requested, it shall be provided on acid-free paper, properly bound where applicable, with the corresponding electronic submittal uploaded to the Authority"</p> <p>Inserted ", including reference documents...in the...language...all" in the first sentence of the last paragraph under Section 13, Records Management and Document Control.</p> <p>Inserted the following as the last sentence of the second to last and last paragraphs under Section 13, Records Management and Document Control:</p> <p>"It is recommended that storage of their deliverables and submissions be kept in temperatures that do not enhance spoliation, prior to submission."</p>	
	Deleted the following as the first and second paragraphs under Section 13.1, Policy and Implementation:	B.2, Pt B.2, Page 35



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	<p>“Document control procedures are specified in the Records Management Plan in Book 3. The Authority will use a web-based content management system to manage all Project related submittals. The Contractor will be provided with a secure portal address which it shall use for all submittals. The Contractor shall provide the necessary user licenses required for access to the content management system. Access to documents will be governed by the information security policy established by the Authority.</p> <p>The Authority shall respond to the Contractor's submittals and correspondence that require a response within 30 days unless otherwise specified elsewhere in the Contract Documents.”</p> <p>Replaced “ensure” with “provide”, deleted “project” before “records” and inserted “related to the Work” afterward, then inserted the following at the end of the paragraph to replace “the Authority Retention Schedule in the Records Management Plan at Book 3” under Section 13.1, Polity and Implementation:</p> <p>“applicable Federal, State, local government regulations, other regulatory agencies, and funding partners. The Contractor shall ensure that the proper collection, storage, access, retrieval, and eventual archival/disposition of all Project records through their lifecycle are compliant with all regulator citations.”</p> <p>Replaced the following:</p> <p>“The Contractor shall ensure that the proper collection, storage, access, retrieval, and eventual destruction of all Project records through their lifecycle in accordance with the Record Management Plan in Book 3.”</p> <p>With the following:</p> <p>“The Contractor shall handover to the Authority a certified as complete set of records, worksheets, calculations, etc. related to the Work at Final Acceptance. This record set shall include set of electronic documentation in a machine-readable format, including the source files, for uploading to the Authority’s servers. Logistic details will be provided at a later date. Both sets shall be certified as complete. After the records have been reviewed and checked by the Authority, the Authority shall assume responsibility for their retention.</p> <p>The retention of the records relating to the Contractor’s business is the responsibility of the Contractor.”</p>	
	<p>Inserted “or...paid on” around “under”, replaced “or” between “report” and “payment” with a forward slash in two places, and replaced “over-credit or udner-credit will be credited against current” with “difference shall be corrected iwtht he next” in the last sentence of the second paragraph</p>	<p>B.2, Pt B.1, Page 36-37</p>



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	<p>under Section 13.3, Audit and Inspection Rights.</p> <p>Deleted the reference to "Section 13" and inserted "clause" in the second line of the fifth paragraph under Section 13.3, Audit and Inspection Rights.</p> <p>Deleted the reference to "Section 15" and inserted "'Records Management and Document Control" clause" at the end of the fifth paragraph under Section 13.3, Audit and Inspection Rights.</p> <p>Deleted the reference to "Section 15" and inserted "'Records Management and Document Control" clause" in the second line of the sixth paragraph under Section 13.3, Audit and Inspection Rights.</p> <p>Lowercased "non-disclosure agreement" in the seventh paragraph under Section 13.3, Audit and Inspection Rights</p> <p>Inserted the following as Section 13.4, Public Records Act:</p> <p>"The Contractor acknowledges and agrees that all records, documents, drawings, plans, specifications and other materials in the Authority's possession, including materials submitted by the Contractor, are subject to the provisions of the Public Records Act. The Contractor shall be solely responsible for all determinations made by it under the Public Records Act, and for clearly and prominently marking each and every page or sheet of materials with "Trade Secret" or "Confidential" as it determines to be appropriate. The Contractor is advised to contact legal counsel concerning the Public Records Act and its application to the Contractor.</p> <p>If any of the materials submitted by the Contractor to the Authority are clearly and prominently labeled "Trade Secret" or "Confidential" by the Contractor, the Authority will endeavor to advise the Contractor of any request for the disclosure of such materials prior to making any such disclosure. Under no circumstances, however, will the Authority be responsible or liable to the Contractor or any other Person for the disclosure of any such labeled materials, whether the disclosure is required by Law, by court order or occurs through inadvertence, mistake or negligence on the part of the Authority, except for any disclosure of trade secrets or proprietary information in violation of the confidentiality agreement described in the "Availability for Review" clause (Section 25.1) of the General Provisions.</p> <p>In the event of litigation concerning the disclosure of any material submitted by the Contractor to the Authority, the Authority's sole involvement will be as a stakeholder retaining the material until otherwise ordered by a court, and the Contractor shall be fully responsible for otherwise prosecuting or defending any action concerning the materials at its sole cost and risk."</p>	



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	Capitalized the first word of each sub-bullet under the first paragraph under Section 16, Authority's Right to Carry Out the Work.	
	<p>Deleted "and/or the Utility/Third Party Provisional Sum", replaced "Changes" with ""Changes" clause", and deleted "and that the Contractor shall bear full responsibility for the costs and delay of all other changes" from the end of the paragraph under Section 17, Changes.</p> <p>Inserted "Authority Changes" as a new 17.1 heading moving "Authority directed Changes to 17.1.1.</p> <p>Deleted section number reference to "Authority-Directed Changes" in the first paragraph under Section 17.1.1, Authority-Directed Changes, and replaced with "clause".</p> <p>Replaced "Disputes" with ""Disputes" clause (Section 51) of the" in the second paragraph under Section 17.1.1, Authority-Directed Changes.</p> <p>Inserted the following after "letter" in the fourth paragraph under Section 17.1.1, Authority-Directed Changes:</p> <p>"(provided that no directive letter shall be required for alleged Authority-Directed Changes directly attributable to delays caused by bad faith actions, active interference, gross negligence or comparable tortious conduct by the Authority)"</p>	B.2, Pt B.1, Page 38-40
	<p>Inserted the following as Section 17.1.2, Authority Right to Request Time Extension and Price Increase:</p> <p>"The Authority shall be entitled to a Change Order for any circumstances that deceases the Contract Price, to the extent the General Provisions or Special Provisions expressly state that such circumstance entitles the Authority to an equitable adjustment."</p> <p>Deleted "and/or Utility/Third Party Provisional Sum" from the third line after "Contract Price" in the paragraph under Section 17.2, Contractor Right to Request Time Extension and Price Increase.</p> <p>Deleted "General Provisions or" from the fourth line of the first paragraph under section 17.2, Contractor Right to Request Time Extension and Price Increase.</p> <p>Deleted "under this clause" and inserted the following at the end of the first paragraph under Section 17.2, Contractor Right to Request Time Extension and Price Increase:</p> <p>"and for the following circumstances (and for no other circumstances):</p>	B.2, Pt B.1, Page 39



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	<ul style="list-style-type: none"> • The Authority requires removal or termination of certain personnel without cause, to the extent provided in the "Removal of Contractor Personnel" clause (Section 4.4) of the General Provisions; • A change in one or more applicable Laws after the date 30 days prior to the Proposal Deadline, to the extent provided in the "Compliance with Law" clause (Section 6) of the General Provisions; • A suspension, termination, interruption or nonrenewal of any Authority-Provided Approval (except for modifications to such approvals or any new such approvals required to allow the Contractor's design concepts to be incorporated into the Project); • If prior possession or use by the Authority delays the progress of the Work or causes additional expense to the Contractor, to the extent provided in the "Use and Possession Prior to Completion" clause (Section 7.13) of the General Provisions; • Force Majeure, to the extent provided in the "Force Majeure" clause (Section 7.17) of the General Provisions; • Any additional costs resulting from the Authority changing the requirements applicable to insurance required to be provided by Contractor and Subcontractors, to the extent provided in the clause (Section 1.1.1) of the General Provisions; • Differing Site Conditions, to the extent provided in the "GBR-C and Differing Site Conditions" clause (Section 22) of the General Provisions; • The approved GBR-C materially increases the Contractor's cost of, or the time required for, performing the Work, as compared to the GBR-B, to the extent provided in the "GBR-C" clause (Section 22.1) of the General Provisions. • The Authority's viewing of the location, to the extent provided in the "Notification to the Authority" clause (Section 34.1) of the General Provisions, exceeds three Working Days; • A suspension for convenience, to the extent provided in the "Suspension for Convenience" clause (Section 39.2) of the General Provisions; • The Contractor encounters Hazardous Materials that have the effect of increasing the cost or time of performance of the Work, to the extent provided in the "Hazardous Materials" clause (Section 43) of the General Provisions; • Additional costs and delays associated with Relocations, to the 	



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	<p>extent provided in the "Change Orders" clause (Section 49.1.4) of the General Provisions;</p> <ul style="list-style-type: none"> • The Authority fails to provide access to the real property identified in the ROW Acquisition Plan on or before the deadline for such access set forth therein, to the extent provided in the "General" clause (Section 59.1) of the General Provisions; • The Authority fails to provide access to any additional real property within 24 months of receipt of a complete request from the Contractor for such additional real property, to the extent provided in the "Identification of Additional Right-of-Way" clause (Section 59.4.3) of the General Provisions; • Any amendment to the Contract resulting from a Contract provision being declared illegal, invalid, or unenforceable, to the extent provided in the "Severability" clause (Section 61.16) of the General Provisions; or" <p>Deleted "events for which the Contract Documents do not expressly entitle the Contractor to an equitable adjustment here under" and replaced with "circumstances" at the end of the last sentence under Section 17.2, Contractor Right to Request Time Extension and Price Increase</p> <p>Deleted "The total quantity of a category of Hazardous Materials for which a quantity is provided in the Signature Document is greater than or less than the estimated quantity set forth in the Signature Document by more than 10 percent, as provided in the "Hazardous Materials" clause (Section 4333) of the General Provisions;" from the bullet list in Section 17.2, Contractor Right to Request Time Extension and Price Increase.</p> <p>Deleted "Any additional work due to the amendment of environmental requirements occurring after the submission of the successful bid." From the first paragraph after the bullet list in Section 17.2, Contractor Right to Request Time Extension and Price Increase.</p> <p>Replaced "events for which the Contract Documents do not expressly entitle the Contractor to an equitable adjustment hereunder," with "circumstances" after the last bullet in the last paragraph under Section 17.1.3, Contractor Right to Request Time Extension and Price Increase.</p>	
	<p>Replaced section cross references with "clause" in the last sentence under Section 17.3, Delivery of Notice</p> <p>Replaced the following:</p> <p>"either of the following:</p>	B.2, Pt B.1, Page 40



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	<ul style="list-style-type: none"> Receipt of a written directive letter under Section 0; or The furnishing of a written notice under Section 17.3.17.2" <p>With the following at the end of the first paragraph under Section 17.4, Proposal for Adjustment:</p> <p>"the furnishing of a written notice under the "Delivery of Notice" clause (Section 17.3) of the General Provisions."</p>	
	Deleted the following from the sixth line of the fourth paragraph under Section 17.3, Proposal for Adjustment:	B.2, Pt B.1, Page 41
	<p>"conclusively deemed to have accepted the cost and time adjustment stated in the written directive letter under Section 0 or shall be"</p> <p>Replaced "under "Delivery of Notice" with "the "Delivery of Notice: clause (Section 17.3)"</p> <p>Replaced ", which" with "that" in the second bullet under the fifth paragraph under Section 17.3, Proposal for Adjustment.</p> <p>Inserted "and the importance of schedule" after "Project" and deleted "such events and situations and" from the second line, replaced "event or situation" with "circumstance" in the fourth line and deleted "and/or Utility/Third Party Provisional Sum" from after "Contract Price" in the seventh line of the paragraph under Section 17.4, Importance of Timely Notice.</p>	B.2, Pt B.1, Page 42
	<p>Replaced "along" with "alone" and capitalized "work" in the last line of the quoted language under Section 17.8, Release of Claims.</p> <p>Capitalized "parties" in the seventh line of the paragraph under Section 18, Change Order Accounting.</p> <p>Deleted "and/or Utility/Third Party Provisional Sum" from the first line of the first paragraph under Section 19, Pricing of Adjustment.</p>	B.2, Pt B.1, Page 43



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	<p>Inserted the following at the end of the first bullet under Section 19, Pricing of Adjustments:</p> <p>"...and a certificate as required in the "Certificate of Cost and Pricing Data" clause (Section 20) of the General Provisions, unless the price of the modification is as follows.</p> <ul style="list-style-type: none"> Based on adequate price competition; Based on established catalog or market prices of commercial items sold in substantial quantities to the general public; or Set by Law." <p>Inserted the following in to the fourth line of the second bullet under Section 19, Pricing of Adjustments:</p> <p>"and a certificate as required in the "Certificate of Cost and Pricing Data" clause (Section 20) of the General Provisions,...</p> <ul style="list-style-type: none"> Based on adequate price competition; Based on established catalog or market prices of commercial items sold in substantial quantities to the general public; or Set by Law." 	B.2, Pt B.1, Page 44
	<p>Deleted "When the Contractor and the Authority negotiate a Contract change in excess of \$100,000" and inserted "The certificate required under this clause shall be" at the beginning of the paragraph under Section 20, Certificate of Cost and Pricing Data.</p> <p>Inserted "substantially", replaced "in form" with "and", deleted "must be submitted by the Contractor" in the second line; deleted "and/or Utility/Third Party Provisional Sum" from sixth line of the paragraph under Section 20, Certificate of Cost and Pricing Data.</p> <p>Renamed Section 21, from "Price Reduction for Defective Cost or Pricing Data (Modifications)" to "Not Used" and deleted the following language from thereafter:</p> <p>"This clause shall become operative only for any modification to this Contract involving either aggregate increases or decreases in costs or both, plus applicable profits, of more than \$100,000, except that this clause does not apply to any modification for which the price is:</p> <ul style="list-style-type: none"> Based on adequate price competition; Based on established catalog or market prices of commercial items sold in 	B.2, Pt B.1, Page 45



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	<p>substantial quantities to the general public; or</p> <ul style="list-style-type: none"> • Set by Law. <p>If any price (including profit) or fee negotiated in connection with any modification covered by this clause was increased by any significant amount because the Contractor or a Subcontractor furnished cost or pricing data that was not complete, accurate and current as certified in its respective Certificate of Current Cost or Pricing Data, the price shall be reduced accordingly and the Contract shall be modified to reflect the reduction.</p> <p>Any reduction in the Contract Price and/or Utility/Third Party Provisional Sum under the paragraph above, due to defective data from a prospective Subcontractor that was not subsequently awarded the subcontract shall be limited to the amount, plus applicable overhead and profit markup, by which the actual subcontract or the actual cost to the Contractor (if there was no subcontract) was less than the prospective subcontract cost estimate submitted by the Contractor; provided, that the actual subcontract price was not itself affected by defective cost or pricing data."</p> <p>Inserted "GBR-C and" in front of the title of Section 22, Differing Site Conditions.</p> <p>Inserted new Section 22.1, GBR-C, with the following text:</p> <p>To the extent the cost of, or the time required for, performance of the Work, materially increases based on the approved GBR-C as compared to the GBR-B, the Contractor shall be entitled to an equitable adjustment in accordance with the "Changes" clause (Section 17) of the General Provisions. To the extent the cost of, or the time required for, performance of the Work, materially decreases based on the approved GBR-C as compared to the GBR-B, the Authority shall be entitled to an equitable adjustment in accordance with the "Changes" clause (Section 17) of the General Provisions.</p> <p>Inserted a new Section Header 22.2, Differing Site Conditions, before the first paragraph of the original Section 22, Differing Site Conditions.</p> <p>Inserted "(Differing Site Conditions)" at the end of the first sentence under Section 22.2, Differing Site Conditions.</p> <p>Delete "at the exact boring locations included in the Contract Documents" in the first bullet under Section 22.2, Differing Site Conditions, and replaced "Contract Documents" with "GBR-C" at the end of the bullet.</p>	
	Inserted "from the definition of "Differing Site Conditions"" to the end of the sentence after the first bulleted list under Section 22.2, Differing Site	B.2, Pt B.1,



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	<p>Conditions.</p> <p>Replaced "Proposal deadline" with "date of the GBR-C" in the third bullet in the second set of bullets under Section 22.2, Differing Site Conditions.</p> <p>Deleted "or groundwater levels" from the fourth bullet in the second set of bullets under Section 22.2, Differing Site Conditions.</p> <p>Replaced "such conditions" with "Differing Site Conditions" in the first line, replaced "may request" with "shall be entitled to" in the third line of the first full paragraph under Section 22.2, Differing Site Conditions.</p> <p>Capitalized "differing site conditions" in the last sentence of the entire Section 22.2, Differing Site Conditions.</p> <p>Added "prior to the date of the GBR-C or" to the second line of the last paragraph in Section 22.2, Differing Site Conditions.</p>	Page 46
	<p>Lowercased "time impact analysis" then replaced " under the "project controls" clause (Section 58) of the General Provisions" with "specified in Cost and Scheduling Controls Program specification (Book 3, Part B Attachment 8)" in the fifth bullet under Section 23 Equitable Adjustment.</p> <p>Deleted "For forward priced negotiated Change Orders" and capitalized "Profit" in the first line and inserted "(and any Subcontractors)" in the fourth line of the first paragraph under Section 23.1, Overhead and Profit.</p> <p>Replaced "overhead and profit will be paid" with "10 percent markup is allocated", inserted "entity (" after "to the" and "or any Subcontractor) that actually..." after "Contractor" in the first line; deleted "only for Work it" before "performs" and inserted "the Work" after "performs" in the second line; replaced "Additional payment for Subcontractor administration will be allowed" with "foregoing 5 percent markup is allocated" in lines two and three up to "to the Contractor; replaced "as described above and all other overhead and profit will be allowed to the Subcontractor who actually performs the Work" with ", regardless of the number of lower-tier subcontractors involved." in the second paragraph under Section 23.1, Overhead and Profit.</p> <p>Deleted "For time and materials and unit price Change Orders, no markup for overhead and profit will be allowed." As the last sentence under Section 23.1, Overhead and Profit.</p> <p>Deleted "and/or Utility/Third Party Provisional Sum" from after "Contract Price" in the introductory sentence under Section 23.2, Limitation on Price Increases.</p>	B.2, Pt B.1, Page 47
	Updated "Authority Changes" to "'Authority-Directed Changes" clause	B.2, Pt B.1,



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	<p>(Section 17.1.1)" in the first bullet under Section 23.4, Limitation on Delay and Disruption Damages.</p> <p>Deleted "and/or Utility/Third Party Provisional Sum" from after "Contract Price" in the second introductory sentence under Section 23.4, Limitation on Delay and Disruption Damages.</p> <p>Lowercased "delay damage" in the third bullet of the second bulleted list under Section 23.4, Limitation on Delay and Disruption Damages.</p> <p>Deleted the following as the second from last sentence under Section 23.4, Limitation on Delay and Disruption Damages :</p> <p>"As provided in Section 58.4, the Contractor shall not be entitled to delay damages to the extent of available Total Float."</p> <p>Inserted "the "Third Party Entities" clause (Section 50) of the General Provisions" at the end of the last sentence under Section 23.4, Limitation on Delay and Disruption Damages.</p>	Page 48
	<p>Inserted ", and" at the end of the second to last bullet in the first bulleted list under Section 24.1, Description of the Value Engineering Change Proposal (VECP).</p> <p>Replaced "Section" with "'Value Engineering" clause" in the paragraph under Section 24.2, Review by the Authority.</p>	B.2, Pt B.1, Page 49
	<p>Deleted "in" and "and a", inserting ". A" and lowercasing "the" in the fourth line of the paragraph under Section 25.1, Availability for Review.</p> <p>Replaced "Section" with "Clause." In the third line of the paragraph under Section 25.2, Proprietary Information.</p>	B.2, Pt B.1, Page 52
	Replaced a comma with a semicolon after "incomplete" in the second to last line of the second paragraph under Section 25.6, Review by Authority.	B.2, Pt B.1, Page 54
	<p>Capitalized "work" in the first line of the third bullet under Section 26.2.1, Contractor Responsibilities.</p> <p>Deleted "work" and capitalized "Site" in the sixth bullet under Section 26.2.1, Contractor Responsibilities.</p>	B.2, Pt B.1, Page 57
	<p>Capitalized "Site" in the first line of the eighth bullet under Section 26.2.2, Site-Specific Health, and Safety Plan.</p> <p>Deleted "but are not limited to" from the third line of the first sub-bullet of</p>	B.2, Pt B.1, Page 59



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	the eighth bullet under 26.2.2, Site-Specific Health, and Safety Plan.	
	<p>Inserted "of any Contractor-Replaced Entity" in the first and second line and replaced "Contractors" with "Contractor" in the second line of the last sub-bullet of the eighth bullet under Section 26.2.2, Site-Specific Health, and Safety Plan.</p> <p>Deleted "from the Authority Representative" in the parenthetical at the end of the fourth sub-bullet under twelfth bullet under Section 26.2.2, Site-Specific Health, and Safety Plan.</p>	B.2, Pt B.1, Page 56
	<p>Hyphenated "Noncompliance" in the heading for Section 26.2.4, Non-compliance.</p> <p>Inserted "Contractor shall submit the" in the first line and deleted "shall be submitted" from after "representatives" in the second line of the first paragraph under Section 26.2.5, Submittals.</p> <p>Inserted "Contractor shall update the" in the first line, deleted "shall be updated" after "Plan", deleted a comma after "locations" in the second line, then inserted "Contractor" after deleting "updated plans" after "The" and replaced "be submitted" with "resubmit updated plans" in the third line of the second paragraph under Section 26.2.5, Submittals.</p> <p>Replaced "at Section 1.1" with "as provided in the Project Schedule Program and Specification in Book 3" at the end of the last paragraph under Section 26.2.5, Submittals.</p>	B.2, Pt B.1, Page 63
	Insert "and comply with" in the second line of the first paragraph under Section 26.3.2, Safety and Security Certification Plan Elements.	B.2, Pt B.1, Page 64
	<p>Replaced "shall be submitted" with "Contractor shall submit the" in the first line of the sentence under Section 26.3.3, Submittal.</p> <p>Inserted the following as Section 26.4, Health and Safety:</p> <p>The Contractor and its sub-contractors shall maintain a high standard of housekeeping within the limits of the Project at all times. Prompt disposal of waste materials, scrap, and rubbish is mandatory. Segregation and disposal of waste is the responsibility of the Contractor in compliance with all applicable safety and health Laws. Additionally, the Contractor shall perform the following with regard to the Health and Safety standards of the Project:</p> <ul style="list-style-type: none"> Adequate care must be taken by the Contractor to ensure that storage and stacking is correctly and safely carried out on level 	B.2, Pt B.1, Page 65



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	<p>surfaces. A maximum height shall be established.</p> <ul style="list-style-type: none"> Materials/objects shall not be left unsecured in elevated areas as falling objects may cause serious injuries/fatalities. Nails and staples etc. protruding through timber and packaging removed or bent over so as not to cause injury. All packaging material including boxes, pallets, crates, etc. to be removed from the work area immediately. Meal areas shall be kept in a clean and tidy manner. Waste food shall be collected and disposed of immediately to prevent the attraction of vermin. On completion of their work, the Contractor is responsible for clearing their work area of all materials, scrap, temporary buildings and building bases to the satisfaction of the Authority. A daily routine inspection of all work areas shall be undertaken daily to ensure that housekeeping standards are being maintained. In cases where an inadequate standard of housekeeping has developed, compromising health, safety and cleanliness, all project personnel have the responsibility to bring it to the attention of the Authority. Failure to comply by the Contractor and any sub-contractor may result in site cleaning by Authority at the cost of the Contractor. The Contractor shall carry out regular safety/housekeeping inspections by senior staff (at least weekly) to ensure maintenance of satisfactory standards. The Contractor shall document the results of each inspection and shall maintain records for review by the Authority upon request. 	
	Replaced "Every" with "Ensure that every" at the beginning of the third bullet under Section 27, Drug-Free Workplace Program.	B.2, Pt B.1, Page 66
	Deleted ", without limitation," from the parenthetical in the first and second lines of the second paragraph under Section 28.2, Infringement.	B.2, Pt B.1, Page 68
	<p>Replaced "Patents" with "License Fees" in the title for Section 29, Royalties and License Fees.</p> <p>Replaced the following with "The Contractor shall pay all royalties and license fees." under Section 29, Royalties and License Fees:</p>	B.2, Pt B.1, Page 69



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	"The Contractor shall pay all royalties and license fees. The Contractor shall defend all suits or claims for infringement of any patent rights, and shall save the Indemnified Persons harmless from loss on account thereof, except when a particular design, process, or product of a particular manufacturer is specified by the Authority; provided, that, if the Contractor has reason to believe that the design, process, or product specified infringes a patent, the Contractor shall be responsible for such loss unless it promptly gives such information to the Authority."	
	Replaced "generated from the Payment Milestones set forth in the Signature Document" with "approved in the Baseline Schedule" in the first line of the first paragraph under Section 30, Invoicing and Payment. Replaced "resource loaded schedule" with "Baseline Schedule" in the first sentence of the second paragraph under Section 30, Invoicing and Payment.	B.2, Pt B.1, Page 70
	Replaced "The Contract Number" with "Documentation" at the beginning of the first bullet in the second set of bullets under Section 30, Invoicing and Payment. Inserted "100 percent" after "requested is" and inserted "The Contractor shall include a Payment Milestone Data Pack for each payment Milestone per the specification in Book 3." in the second bullet in the second set of bullets under Section 30, Invoicing and Payment. Moved "State" after the "and" and deleted "ARRA" from the fourth bullet in the second set of bullets under Section 30, Invoicing and Payment. Capitalized "law" at the end of the paragraph under section 30.2, Prompt Payment and Payment to Subcontractors. Inserted "(Retainage)" at the end of the first sentence under Section 30.3, Retainage.	B.2, Pt B.1, Page 71
	Capitalized six instances of "retainage" under Section 30.3, Retainage. Lowercased two instances of "subcontract" in the third paragraph and lowercased one instance of "date" in the sixth paragraph under Section 30.3, Retainage.	B.2, Pt B.1, Page 73
	Deleted "of this Section 31" and replaced "Section 31" with "'Final Payment" clause" in the last line of the second bullet under the second	B.2, Pt B.1, Page 74-75



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	<p>paragraph under Section 31, Final Payment.</p> <p>Replaced "Section 31" with "'Final Payment" clause" in the third bullet under the second paragraph under Section 31, Final Payment.</p> <p>Replaced "Section 31" with "'Final Payment" clause" from the fourth bullet under the second paragraph under Section 31, Final Payment.</p> <p>Replaced "Final Acceptance" with "Substantial Completion" in two instances in the fourth line of the paragraph under Section 32.1, Basis for Liquidated Damages.</p>	
	Replaced "Final Acceptance" with "Substantial Completion" in two instances (in the 8 th and 12 th lines) of the paragraph under Section 32.1, Basis for Liquidated Damages.	B.2, Pt B.1, Page 75
	<p>Inserted "a reasonable approximation of actual damages that the Authority will sustain and" in the ninth line of the first paragraph under Section 32.2, Reasonableness of Liquidated Damages.</p> <p>Moved "and" from the end of the fifth bullet to the end of the sixth bullet under Section 33.1, Consequential Damages.</p> <p>Capitalized "Provided" in the second introductory sentence to the second bulleted list under Section 33.2, Limitation of Contractor's Liability.</p> <p>Deleted "Process to be Followed" in the title of Section 34 and replaced it with "Procedure".</p>	B.2, Pt B.1, Page 76
	Formatted the list in the first paragraph under Section 34.1, Notification to the Authority into a bulleted list, capitalizing the first word in each item listed.	B.2, Pt B.1, Page 77
	<p>Deleted the following from the end of the second paragraph under Section 34.1, Notification to the Authority:</p> <p>"Upon the Contractor's fulfillment of all applicable requirements of the "Changes" clause and the Contract Documents and subject to the limitations contained therein, the Contractor may request an equitable adjustment in accordance with the "Changes" clause (Section 17) of the General Provisions for any additional costs and to extend the affected Completion Deadlines as a result of any delay in the Critical Path resulting from the Authority's viewing of the location that exceeds three Working Days."</p>	B.2, Pt B.1, Page 78



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	Lowercased "approve" in the last line of the paragraph under Section 34.2, Further Investigation.	
	<p>Deleted the following from after Section 36, Not Used and retitled each deleted section as "Not Used"</p> <p>"that the Proposal contains a provision that is more restrictive/beneficial to the Authority than is specified elsewhere in the Contract Documents, that Proposal provision shall take precedence)</p> <p>Alternative Technical Concepts (see Section 7.18), amendments and Change Orders will have the priority just above the document that is being amended.</p> <p>37 Publicity Releases</p> <p>All publicity releases or releases of reports, papers, articles, maps, or other documents in any way concerning this Contract or the Work hereunder, which the Contractor or any of its Subcontractors desires to make for purposes of publication in whole or in part, shall be subject to approval by the Authority prior to release."</p> <p>Inserted "or" at the end of the first bullet and deleted ".; or" at the end of the second bullet under Section 39.1, Suspension for Cause.</p> <p>Deleted the following as the third bullet under Section 39.1, Suspension for Cause:</p> <p>"to the extent that performance would have been suspended or delayed by any other cause, including the fault or negligence of the Contractor for which an equitable adjustment is provided for or excluded under any other provision of the Contract."</p> <p>Replaced "may request" with "shall be entitled to" in the first line of the first paragraph under Section 39.2, Suspension for Convenience.</p>	B.2, Pt B.1, Page 79
	<p>Inserted the "that the Contract is being terminated or" and "being" into the fourth line of the first paragraph under Section 40, Termination for Convenience.</p> <p>Inserted "Termination for Convenience" before "clause" in the sixth line of the first bullet under Section 40.1, Payments on Termination.</p> <p>Inserted "Termination for Convenience" before "clause" in the first sentence under Section 40.2, Reduction in Amount of Claim.</p>	B.2, Pt B.1, Page 80
	Formatted the list in the paragraph under Section 40.2, Reduction in Amount of Claim into a bulleted list and capitalized the first word in each	B.2, Pt B.1,



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	<p>listed item.</p> <p>Inserted "Termination for Convenience" before "clause" in the third line of the first paragraph under Section 40.3, Subcontracts.</p> <p>Inserted "Termination for Convenience" before "clause" in three instances in the first paragraph under Section 40.4, No Unearned Profit or Consequential Damages.</p> <p>Inserted "Termination for Convenience" before "clause" in the second line of the paragraph under Section 40.5, No Waiver.</p> <p>Inserted "Termination for Convenience" before "clause" in the first line of the paragraph under Section 40.6, Allowability of Costs.</p>	Page 81
	<p>Replaced ""Suspension for Convenience"" with ""Termination for Convenience" clause (Section 40)" in the second line of the paragraph under Section 40.7, Suspension of Work.</p> <p>Added "the provisions of this" to the last sentence of the paragraph under Section 40.7, Suspension of Work.</p>	B.2, Pt B.1, Page 82
	<p>Replaced "at Section 1.1" with "in the Project Schedule Program and Specification in Book 3" in the first and second lines, inserted "the Mitigation Manager, Project Biological Monitor," and capitalized "Monitors" in the sixth and seventh lines of the paragraph under Section 42.1, General Requirements.</p> <p>Inserted "The Contractor shall submit the following plans as instructed below:" with the following formatted as a bulleted list with the underlined text inserted as new text under Section 42.2, Pre-Construction Activities:</p> <p>"A draft plan to the Authority subject to a SONO within 90 days after NTP and prior to any construction activities commencing and</p> <p>"A final plan to the Authority subject to a SONO within 180 days after NTP and prior to any construction activities commencing."</p> <p>Lowercased "outreach" and replaced "section of this document" with "clause (Section 53) of the General Provisions." in the first bullet of the last bulleted list under Section 42.2, Pre-Construction Activities.</p>	B.2, Pt B.1, Page 83
	<p>Inserted "(Book 2, Part C)" as a cross reference at the end of the first sentence in the first paragraph under Section 43, Hazardous Materials.</p> <p>Replaced "may request" with "shall be entitled to" in the second line and inserted "the following:" and formatted the listed items in the fifth paragraph into a bulleted list, capitalizing the first words of each bullet</p>	B.2, Pt B.1, Page 85



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	under Section 43, Hazardous Materials.	
	<p>Formatted the listed items in the seventh paragraph into a bulleted list, replaced "that" with "the following" and capitalized the first words of each bullet under Section 43, Hazardous Materials.</p> <p>Replaced "Goals" with "Requirements" in the heading for Section 44.1 and in the first sentence under the same section.</p>	B.2, Pt B.1, Page 86
	<p>Inserted "greenhouse gas" and inserted parentheses around "GHG" in the third bullet, then "and" at the end of the fourth bullet under Section 44.1, Project Sustainability Requirements.</p> <p>Inserted the following before "The Contractor" in the first bullet under Section 44.2, Requirements:</p> <p>"Within 60 days following NTP, the Contractor shall submit estimated equipment type, operations hours and energy use using the template provided by the Authority. Based on this information, a baseline of criteria air pollutants and GHG emissions will be developed by the Authority. This information is detailed in AQ MM#4. The Contractor shall comply with reporting requirements identified in the Voluntary Emissions Reduction Agreement (VERA) between the Authority and the SJVAPCD."</p> <p>Replaced "beyond" with "below", deleted "other Project" and inserted "the estimated baseline" in the last sentence of the first bullet under Section 44.2 Requirements.</p> <p>Deleted "Contractor" and inserted "Management" after "Sustainability" in the fifth sub-bullet under the second bullet under Section 44.2, Requirements.</p>	B.2, Pt B.1, Page 87
	<p>Lowercased "renewable energy" in the eighth bullet point under Section 44.2, Requirements.</p> <p>Replaced "is required to" with "shall" and replaced the following:</p> <p>"subject to a SONO and comply with a final Sustainability Management Plan 90 days after NTP."</p> <p>With the following in the first and second lines of the paragraph under Section 44.3.1:</p> <p>"a Sustainability Management Plan for review and SONO by the Authority within 90 days after NTP"</p> <p>Lowercased "plan" and inserted "(Construction GHG Emissions baseline)" in the fifth and sixth lines of the paragraph under Section 44.3.1,</p>	B.2, Pt B.1, Page 88



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	Sustainability Management Plan.	
	<p>Deleted hyphen from "subcategories" in the seventh line of the paragraph under Section 44.3.1, Sustainability Management Plan.</p> <p>Replaced "carry out" with "comply with the" in the second line of the first paragraph under Section 44.3.2, Construction Waste Management Plan (CWMP).</p> <p>Inserted "asphalt" in the third bullet under the paragraph under Section 44.3.2, Construction Waste Management Plan (CWMP).</p> <p>Capitalize two instances of "Site" in the ninth and tenth bullets under the first paragraph under Section 44.3.3, Innovative Project Sustainability Methods.</p> <p>Replaced "Contractor" with "Management" in the first line of the last paragraph under Section 44.3.3, Innovative Project Sustainability Methods.</p>	B.2, Pt B.1, Page 89
	<p>Capitalized "Site" in the first bullet under Section 44.4, Reporting.</p> <p>Inserted "and actual measures against the Construction GHG Emissions baseline." at the end of the fifth bullet under section 44.4, Reporting.</p> <p>Insert "At Substantial Completion, t" at the beginning and "the following items against the Construction GHG Emissions baseline" at the end of the ninth (last) bullet under Section 44.4, Reporting.</p>	B.2, Pt B.1, Page 90-91
	Deleted "Clause" from the title of Heading 45.3.1.8, Nondiscrimination.	B.2, Pt B.1, Page 100
	<p>Replaced the following with "it is required to" in the first paragraph under Section 46, Federal Requirements:</p> <p>"as a result the Authority has determined that federal laws, regulations, policies, and related administrative procedures shall apply to the Contract as set forth herein. Notwithstanding the foregoing, the Contractor shall"</p> <p>Inserted ", whether or not they are specifically referenced herein" after "practices" at the end of the first sentence of the first paragraph under Section 46, Federal Requirements.</p> <p>Replaced "most recent of such" with "Contractor acknowledges that" in the fourth line of the first paragraph under Section 46, Federal Requirements.</p> <p>Replaced "at the time of the Proposal submission" with "may change and that such changed requirements" and "govern" with "apply to" in the fifth</p>	B.2, Pt B.1, Page 101



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	<p>line of the first paragraph under Section 46, Federal Requirements.</p> <p>Deleted “, unless the Authority issues a written determination otherwise” from the end of the next-to-last sentence in the first paragraph under Section 46, Federal Requirements.</p> <p>Replaced “required” with “specifically referenced” in the last line of the first paragraph under Section 46, Federal Requirements.</p>	
	Lowercased “subcontract” in the second paragraph under Section 46.3.4, Agreement Not to Use Violating Facilities.	B.2, Pt B.1, Page 102
	Hyphenated “tier-to-tier” in the second to last line of the paragraph under Section 46.6, Restrictions on Lobbying.	B.2, Pt B.1, Page 103
	Replaced two instances of “49 C.F.R. Part 26” with “Title VI” in the second and third paragraphs under Section 46.11, Disadvantaged Business Enterprises.	B.2, Pt B.1, Page 107
	Replaced “a Proposer’s” with “the Contractor’s” in the first paragraph under Section 46.12.3, Waiver Request Justification.	B.2, Pt B.1, Page 108
	<p>Replaced “Section” with ““Buy America” clause” in the fifth line of the paragraph under Section 46.12.4, Investigation.</p> <p>Deleted “twenty (...)” and “thirty (...)” from the first and second lines of the second bullet under Section 46.13, Cargo Preference-Use of United States-Flag Vessels.</p>	B.2, Pt B.1, Page 109
	<p>Inserted “[THE REMAINDER OF THIS PAGE INTENTIONALLY BLANK]” and a page break after the first paragraph of Section 46.16.5, Final Certification.</p> <p>Replaced “or” with “and each” in the first line of the paragraph under Section 46.16.8, Insertion in Subcontracts</p> <p>Replaced “or” with “(including any” and added “)” after “Subcontractor” in the fifth line of the paragraph under Section 46.16.8, Insertion in Subcontracts.</p> <p>Deleted “as set forth in this section 46.16” from the end of the paragraph under Section 46.16.8, Insertion in Subcontracts.</p> <p>Inserted “[THE REMAINDER OF THIS PAGE INTENTIONALLY BLANK]” and a page break after Section 46.18, Reprints of Publications.</p>	B.2, Pt B.1, Page 118-120



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	Replaced "49 C.F.R. Part 26" with "Title VI" in the second paragraph under Section 47, Small and Disadvantaged Business Enterprise Program.	B.2, Pt B.1, Page 123
	<p>Replaced "Additional provisions regarding the scope of the Utility Work are set forth in Book 3" with "The definitions of certain utility-related terms used in this Section and in the Contract are set forth in Section 49.1.17" at the end of the paragraph under Section 49.1, Utilities and Public Facilities.</p> <p>Inserted "and/or future CHSTP facilities to be designed and constructed by others as described in the Scope of Work" in the second and third lines of the paragraph under Section 49.1.1.1.1, General Scope; Work Excluded.</p> <p>Inserted ", such as land rights and real property acquisition services" in the sixth line of the paragraph under Section 49.1.1.1.1, General Scope, Work Excluded.</p> <p>Replaced "Utility/Public Facility" with "Third Party" in the seventh line of the paragraph under Section 49.1.1.1.1, General Scope; Work Excluded.</p> <p>Deleted ", of this clause," in the first line of the first paragraph under Section 49.1.1.1.2, Work Included.</p> <p>Inserted the following as the first bullet under Section 49.1.1.1.2, Work Included:</p> <p>"Investigation of existing conditions, including taking all actions necessary to identify and confirm the existence and exact location, size and type of all Utility facilities and other Third Party Facilities located within the proposed right-of-way for the Project (as indicated in the ROW Acquisition Plan) as well as any other Utilities or other Third Party Facilities potentially impacted by Project construction (whether or not such Facilities are shown in the Utility Information or elsewhere in the RFP, and including all potentially impacted Service Lines. Incorporation of the information obtained and/or confirmed by Contractor into</p> <p>and submittal of the same to the Authority in accordance with"</p> <p>Inserted "All other" and lowercased "design" at the beginning of the second bullet then deleted "exploration of existing conditions (e.g., utility horizontal, vertical, material type and condition identification)," from the second line after "engineering, surveys" from the same bullet under Section 49.1.1.1.2, Work Included.</p>	B.2, Pt B.1, Page 127



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	<p>Inserted "All" and lowercased "construction" in the beginning of the third bullet under Section 49.1.1.1.2, Work Included.</p> <p>Inserted "and requirements" in the first line of the seventh bullet under Section 49.1.1.1.2, Work Included.</p> <p>Deleted "in accordance with Book 3 of the Contract" from the ninth bullet under Section 49.1.1.1.2, Work Included.</p> <p>Replaced "A" with "An" and inserted "anticipated" at the beginning of the first bullet and deleted "and/or" from the end of the same bullet under Section 49.1.1.2, Necessary Relocations.</p> <p>Replaced "Utility" with "Third Party", and "though" with "if" after "even" in the parenthetical, and inserted "and/or" at the end of the second bullet under Section 49.1.1.2, Necessary Relocations.</p>	B.2, Pt B.1, Page 128
	<p>Inserted the following as the third bullet under Section 49.1.1.2, Necessary Relocations:</p> <ul style="list-style-type: none"> • An anticipated physical conflict or other incompatibility (as described in the previous bulleted subparagraph) between the Facility and future CHSTP facilities to be designed and constructed by others as described in the Scope of Work." <p>Replaced "accommodate or permit construction of the Project" with "eliminate said conflicts and incompatibilities" in the first sentence of the last paragraph under Section 49.1.1.2, Necessary Relocations.</p> <p>Deleted "Any New Utilities that do not also involve Relocation work are not subject to" and capitalized "the" in the third sentence of the paragraph under Section 49.1.1.3, New Utility Work.</p> <p>Inserted the following after "Relocations" in the fifth line of the paragraph under Section 49.1.1.3, New Utility Work:</p> <p>"do not apply to any New Utilities that do not also involve Relocation work; provided, however, that in performing Work with respect to New Utilities, the Contractor shall comply with all applicable Third Party Agreements."</p> <p>Deleted "(and not included within the Utility/Third Party Provisional Sum)." from the end of the paragraph under Section 49.1.1.3, New Utility Work.</p> <p>Replaced "Utility/Public Facility" with "Third Party" in the title of Section 49.1.2, Third Party Agreements.</p> <p>Replaced "Utility/Public Facility" with "Third Party" in two instances in the paragraph under Section 49.1.2, Third Party Agreements.</p> <p>Inserted "(including entry into Task Orders and any other agreements</p>	B.2, Pt B.1, Page 128-129



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	<p>called for therein),” in the second and third lines of the paragraph under Section 49.1.2, Third Party Agreements.</p> <p>Replaced “and the Third Parties” with “has entered or intends to enter into a Master Agreement with each Third Party” in the first line, replaced “have entered in to Master Agreements that” with “, which agreement will” and “their respective” with “such Third Party’s” in the first sentence of the paragraph under Section 49.1.2.1, Master Agreements.</p> <p>Replaced “All such” with “A Draft” in the third line and inserted “or an executed Master Agreement is included in Book 3 for each such Third Party. All Master Agreements included in Book 3 (“Original Master Agreements”)” in the third, fourth and fifth lines of the paragraph under Section 49.1.2.1, Master Agreements.</p> <p>Inserted “Unless and until a fully executed Master Agreement replaces a Draft Master Agreement, the terms contained in the Draft Master Agreement will apply as between the Authority” as the fifth sixth and seventh line, and replaced “are provided in Book 3” with “the Contractor” inserted after “and” in the seventh line of the first paragraph under Section 49.1.2.1, Master Agreements.</p> <p>Inserted “The Authority will be responsible for negotiating and finalizing the execution of Master Agreements to replace the Draft Master Agreements.” as a new sentence in lines seven, eight and nine of the first paragraph under Section 49.1.2.1, Master Agreements.</p> <p>Inserted “any” after “for”, replaced “Parties with” with “Party for”, replaced “the Authority has not entered in to a” with “which there is no Original”, Inserted “a” before Master and replaced “Agreements” and “Parties” with “Agreement” and “Party”, respectively in the last sentence of the first paragraph under Section 49.1.2.1, Master Agreements.</p> <p>Inserted a hard return before “The Contractor...”, replaced “such” with “any” after “party to” and inserted “with respect to negotiating and finalizing Master Agreements and amendments thereto” in the first, second and third lines of the second paragraph under Section 49.1.2.1, Master Agreements.</p>	
	<p>Inserted the following as a paragraph under Section 49.1.2.2, Task Orders:</p> <p>“All Task Orders are subject to the Authority’s approval, and shall be three-party agreements among the Authority, the Contractor and the Third Party. Task Orders may address a single Relocation, or a group of Relocations where appropriate.”</p> <p>Capitalized “Draft Task Orders” and replaced “certain of the” with “all” in</p>	B.2, Pt B.1, Page 130



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	<p>the first line, inserted "anticipated for the Project" after "Relocations" and replaced "other than Protection in the Place" in parentheses with "except as otherwise provided in Section 49.1.2.2.3" from the second line, replaced ", and the Contractor may...rely" with "they are...binding", replaced "content of the Draft Task Orders" with "Third Parties and as such," and inserted "be relied upon by the Contractor," in the fourth line and replaced "this section" with "Sections 49.1.5, 49.1.6 and 49.1.8.5." in the paragraph under Section 49.1.2.2.1, Draft Task Orders.</p> <p>Inserted "Except as otherwise provided in Section 49.1.2.2.3," and made "The" lower case at the beginning of the first line, deleted "(other than Protection in Place)," after "Relocation", inserted "For this purpose, the Contractor shall" and replaced "using" with "use" in the second line, deleted "All Task Orders are subject to the Authority's approval, and shall be three-party agreements among the Authority, the Contractor and the Third Party. Task Orders may address a single Relocation, or a group of Relocations where appropriate." after "Task Orders" in the fourth line and the following from after "Contract Documents" in the last line of the paragraph under Section 49.1.2.2.2, Final Task Orders:</p> <p>"A Task Order may include provisions which deviate from the requirements of the applicable Master Agreement (only if such deviation is expressly identified in the Task Order as an amendment to the Master Agreement), but shall in no event be deemed to modify the terms of any other Contract Documents or any other agreement to which the Authority is a party. Except as provided in the preceding sentence with respect to Master Agreements, if a conflict occurs between the terms of any Task Order and the terms of the Contract Documents, the Contract Documents shall prevail as between the Authority and Contractor."</p> <p>Inserted the following as Section 49.1.2.2.3, Protection in Place:</p> <p>"Except for Protection in Place of PG&E's Facilities or as requested by the Utility Owner, Task Orders shall not be required for Protection in Place of Utilities."</p> <p>The following was inserted as Section 49.1.2.2.4, Master Agreement and Task Orders:</p> <p>"The applicable Original Master Agreement shall prevail over a Draft Task Order in case of any discrepancy between the two. An executed"</p> <p>With the following moved from the end of Section 49.1.2.2.2, Final Task Orders to Section 49.1.2.2.4, Master Agreement and Task Orders with "the" inserted before "Contractor" in the last line of the paragraph:</p> <p>"A Task Order may include provisions which deviate from the requirements of the applicable Master Agreement (only if such deviation is expressly</p>	



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	identified in the Task Order as an amendment to the Master Agreement), but shall in no event be deemed to modify the terms of any other Contract Documents or any other agreement to which the Authority is a party. Except as provided in the preceding sentence with respect to Master Agreements, if a conflict occurs between the terms of any Task Order and the terms of the Contract Documents, the Contract Documents shall prevail as between the Authority and [the] Contractor."	
	<p>Deleted the following section from after Section 49.1.3, Compensation for Third Party Facility Work:</p> <p>"49.1.3.1 Utility/Third Party Provisional Sum</p> <p>49.1.3.1.1 Amount of Utility/Third Party Provisional Sum</p> <p>Any Work and/or costs payable from the Utility/Third Party Provisional Sum pursuant to this clause shall be deemed "Provisional Sum Facility Work". The Utility/Third Party Provisional Sum will be available to pay the allowable costs of Provisional Sum Facility Work determined as described in Sections 49.1.3.1.2 and 49.1.3.1.3 and 49.1.3.1.4 of this clause. Except as otherwise provided in Sections 49.1.4 through 49.1.14, if the total allowable costs incurred by the Contractor for Provisional Sum Utility Work exceed the Utility/Third Party Provisional Sum, the Contractor will be entitled to a Change Order increasing the Utility/Third Party Provisional Sum by an amount equal to 100 percent of the excess allowable costs. If, following achievement of Final Acceptance and resolution of all claims and disputes relating to the Relocation work (including all claims and stop notices of Subcontractors, laborers, and Third Parties relating to the Relocation work and any other work chargeable against the Utility/Third Party Provisional Sum), a positive balance remains in the Utility/Third Party Provisional Sum, the balance will be deducted from the Utility/Third Party Provisional Sum and shall be credited to the Authority.</p> <p>49.1.3.1.2 Provisional Sum Relocations</p> <p>The Relocations described in _____ [to be provided by 49.1.1.2] shall be payable from the Utility/Third Party Provisional Sum. Such Relocations are referred to herein as "Provisional Sum Relocations."</p> <p>49.1.3.1.3 Work on Provisional Sum Relocations Performed by Third Parties</p> <p>With respect to work performed by Third Parties for Provisional Sum Relocations, payment from the Utility/Third Party Provisional Sum shall be limited to the eligible costs actually incurred by the Contractor after issuance of the NTP for the following:</p> <ul style="list-style-type: none"> • Reimbursement of Third Parties for their reasonable and necessary costs 	B.2, Pt B.1, Page 131



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	<p>actually incurred for design and construction of Provisional Sum Relocations, to the extent reimbursable in accordance with the applicable Utility/Public Facility Agreement(s); and</p> <ul style="list-style-type: none"> • Payment of review, approval, permit, or inspection fees required by Third Parties (excluding all connection fees). <p>Eligible costs shall exclude any markup for the Contractor. Costs will be considered reasonable and necessary if the Task Order or Time and Materials Daily Record (Form T&M), as applicable, is signed by the Contractor and approved by the Authority prior to payment by the Contractor to a given Third Party. Such Authority approval or disapproval will be given within five Working Days after the Authority has received adequate documentation.</p> <p>49.1.3.1.4 Contractor's Provisional Sum Facility Work"</p> <p>and replaced with the following:</p> <p>49.1.3.1 Not Used</p> <p>49.1.3.1.1 Not Used</p> <p>49.1.3.1.2 Not Used</p> <p>49.1.3.1.3 Not Used</p> <p>49.1.3.1.4 Not Used</p> <p>49.1.3.1.5 Not Used</p> <p>Deleted "(such items are not included within the Utility/Third Party Provisional Sum)" from the first sentence under Section 49.1.3.2, Contract Price.</p> <p>Inserted "relocation" after "All" and lowercased "Design" deleted "of" after "construction" and deleted "of this clause and not eligible for payment from the Utility/Third Party Provisional Sum;" in the first bullet under Section 49.1.3.2, Contract Price</p> <p>Replaced "the Contractor is required to make" with "due and owing" after "All payments" and "other than amounts payable from the Utility/Third Party Provisional Sum" with "as a result of or in connection with Relocations (including normal and customary fees or costs imposed by such Third Parties);" in the second bullet under Section 49.1.3.2, Contract Price.</p> <p>Inserted "of" after "All" and deleted "(regardless of whether the associated direct cost is payable from the Utility/Third Party Provisional Sum)" after "Third Party Facility Work" in the seventh bullet under Section 49.1.3.2, Contract Price.</p> <p>Deleted "that are not allowable under Section 49.1.3.1 of this clause,</p>	



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	including the Contractor's management of Provisional Sum Facility Work." after "Third Party Facility Work" in the last bullet under Section 49.1.3.2, Contract Price.	
	<p>Deleted "and/or Utility/Third Party Provisional Sum" from after "Contract Price" in the second line of the paragraph under Section 49.1.4, Change Orders.</p> <p>Deleted "and/or Utility/Third Party Provisional Sum" from after "Contract Price" in the sixth line of the paragraph under Section 49.1.4, Change Orders.</p> <p>Deleted "of the General Provisions" from the second to last line of the paragraph under Section 49.1.4, Change Orders.</p> <p>Deleted ", also taking into consideration the Utility/Third Party Provisional Sum amount set forth in the Signature Document" from the end of the paragraph under Section 49.1.5, Accuracy of Utility Information.</p> <p>Deleted "planned" after "within the" then replaced "Project" with "proposed" after "limits of the" and inserted "for the Project (as indicated in the ROW Acquisition Plan)" in the first and second lines, capitalized "Reasonable Accuracy" in the third line, and replaced "clause" with "Section" and "and" with "and/or" in the sixth line of the first paragraph under Section 49.1.5.1, Inaccuracy Increasing the Work.</p> <p>Deleted the following from the beginning of the first bullet under the first paragraph under Section 49.1.5.1, Inaccuracy Increasing the Work:</p> <p>"For the period commencing on the date on which the NTP applicable to the affected Utility Work is issued and ending on the later of 180 days after such NTP or 90 days after the Contractor is provided access to the affected right-of-way,"</p> <p>Deleted "and/or the Utility/Third Party Provisional Sum, as applicable," from the fourth line and "to the extent that such lacking or inaccurate information is clearly and specifically identified in writing to the Authority within such 180 day period," from after "misidentified)" at the end of the first paragraph under Section 49.1.5.1, Inaccuracy Increasing the Work.</p> <p>Deleted the following from the beginning of the second bullet under the first paragraph under Section 49.1.5.1, Inaccuracy Increasing the Work:</p> <p>"After said period ending on the later of 180 days after the applicable NTP or 90 days after the Contractor is provided access to the affected right-of-way, the Parties shall share equally the risk of any increase in the Contractor's direct costs for the Utility Work that is directly attributable to such lacking or inaccurate information (i.e., the Contractor shall be entitled</p>	B.2, Pt B.1, Page 132



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	<p>to a Change Order increasing the Contract Price and/or the Utility/Third Party Provisional Sum, as applicable, by an amount equal to 50 percent of the incremental increase in the direct costs of performing the Utility Work arising from the fact that the Utility was unidentified or misidentified, and the Contractor shall be entitled to charge against the Utility/Third Party Provisional Sum only such 50 percent amounts)."</p> <p>Deleted "of this clause" from after "Section 49.1.3.2" and the following from the end of the second bullet under the first paragraph under Section 49.1.5.1, Inaccuracy Increasing the Work:</p> <p>"Any increase in the Utility/Third Party Provisional Sum shall be limited to costs allowed under Section 50.1.3.1"</p> <p>Deleted "of this clause" from after "Section 49.1.5.3" in the first bullet under the second paragraph under Section 49.1.5.1, Inaccuracy Increasing the Work.</p> <p>Capitalized "Reasonable Accuracy" from the second bullet under the second paragraph under Section 49.1.5.1, Inaccuracy Increasing the Work.</p>	
	<p>Inserted "(including appropriate inquiry of the Utility Owner)" after "reasonable care" in the third bullet under the second paragraph under Section 49.1.5.1, Inaccuracy Increasing the Work.</p> <p>Capitalized "Reasonable Accuracy" in five instances on Page 129 (in Sections 49.1.5.1, 49.1.5.2, and 49.1.5.3).</p> <p>Deleted "and/or Utility/Third Party Provisional Sum, as applicable," from after "Contract Price" in the second paragraph under Section 49.1.5.2, Inaccuracy Decreasing the Work.</p> <p>Deleted "any" from after "unless" in the second line of the first paragraph under Section 49.1.5.3, "Reasonable Accuracy" Defined.</p> <p>Replaced "Project" with "limits of the proposed", inserted "for the Project (as indicated in the ROW Acquisition Plan)," and replaced "the" with "said" from the first bullet under Section 49.1.5.3, "Reasonable Accuracy" Defined.</p> <p>Inserted "an amount equal to" after "diameter by" and "or more of the actual diameter" after "25 percent" in the second bullet under Section 49.1.5.3, "Reasonable Accuracy" Defined.</p> <p>Inserted "three" after "provided in the" in the first line and replaced "clause" with "Section" in the last line of the second paragraph under Section 49.1.5.3, "Reasonable Accuracy" Defined.</p> <p>Deleted "of this clause" in the first line and replaced "clause" with "Section"</p>	B.2, Pt B.1, Page 133



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	in the second line of the first paragraph under Section 49.1.5.4, Acknowledgments and Waivers.	
	<p>Inserted the following as Section 49.1.5.5, Utility Provisional Sum:</p> <p>"The amount of the Utility Provisional Sum is indicated in the Signature Document. To the extent of any available funds in the Utility Provisional Sum, if the Contractor is entitled to a Change Order pursuant to Section 49.1.5.1 for additional costs attributable to the existence of an unidentified underground Utility, the Authority may elect, in its sole discretion, to pay for said Change Order with funds from the Utility Provisional Sum. All such Change Orders shall be subject to all limitations, restrictions, and requirements otherwise applicable to Change Orders issued pursuant to Section 49.1.5.1.</p> <p>If, following achievement of Final Acceptance and resolution of all claims and disputes relating to the Relocation work (including all claims and stop notices of Subcontractors, laborers, and Third Parties relating to the Relocation work), a positive balance remains in the Utility Provisional Sum, the balance will be deducted from the Utility Provisional Sum and shall be credited to the Authority."</p> <p>Replaced "as otherwise specified in the" with "where such work is assigned to the Third Party pursuant to the applicable Original" from the second line, deleted "executed Task Orders" after "Master Agreements" and replaced "included in the RFP" with "(subject to Section 49.1.2.2.2)" in the third line, deleted "or" after "performing" and replaced "and" with "or" after "Relocation design" in the fourth line of the paragraph under Section 49.1.6, Initial Allocation of Work Responsibility.</p> <p>Inserted "between the Contractor and the Third Party" after "of responsibility in the first line, replaced "clause" with "Section", and replaced "execution of the Contract" after "occurring after" with "the Proposal Deadline (subject to Section 49.1.2.2.3)" in the third and fourth lines of the first paragraph under Section 49.1.7, Change in Allocation of Work Responsibility.</p> <p>Replaced "an amendment to the relevant" with "a" in the first bullet, deleted hard return after "Master Agreement" to bring the second bullet up to the first deleting "Execution of a new" and replacing it with "(whether or not there is a Draft" before "Master Agreement" then inserting "for the affected Third Party);" afterward in the first bullet under the first paragraph under Section 49.1.7, Change in Allocation of Work Responsibility.</p> <p>Deleted the third bullet "Execution of a new Task Order", and replaced "the relevant Task Order" with "an executed Master Agreement" of the fourth</p>	B.2, Pt B.1, Page 134



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	<p>bullet which is updated to be the second bullet.</p> <p>Deleted "reciting that it amends the relevant Master Agreement." from the fifth bullet (now the 3rd bullet) under Section 49.1.7, Change in Allocation of Work Responsibility, then deleted the hard return at the end bringing up the sixth bullet, and then replaced "If any of the foregoing occur, then the scope of the Third Party Facility Work for such" with "(whether or not there is a Draft Task Order for the affected".</p> <p>Deleted "shall be determined by the applicable Utility/Public Facility Agreement(s), and such reallocation of work responsibility shall be addressed in a Change Order; provided, however, that there shall be no change in either the Contract Price or the amount of the Utility/Third Party Provisional Sum on account of such change.)" after "Relocation" in the last bullet under Section 49.1.7, Change in Allocation of Work Responsibility.</p> <p>...)</p> <p>Replaced "Any" with "A change in the", inserted "resulting from the execution of a Master Agreement or amendment to a Master Agreement" after " work responsibility" in the first line, inserted "accordance with Section 49.1.10. Otherwise, such change shall be implemented in accordance with the "Changes" clause (Section 17) of the General Provisions" in the second paragraph under Section 49.1.7, Change in Allocation of Work Responsibility.</p> <p>Inserted "Notwithstanding anything in the Contract Documents to the contrary," lowercased "any" in the first line, and inserted "any change in the Contract Price or" after "grounds for" in the third line and deleted ", except as otherwise provided in Section 49.1.13 of this clause" after "Completion Deadline" in the last line of the last paragraph under Section 49.1.7, Change in Allocation of Work Responsibility.</p>	
	<p>Moved "subject to the provisions of the applicable Utility/Public Facility Agreement(s)," from after "incurred by the Third Party," in the second line to after "Relocation work," in the third line, replacing "Utility/Public Facility" with "Third Party". in the paragraph under Section 49.1.8.1, Reimbursement by Contractor. Also replaced "'Third Parties" with "Utility Owners" in the last line of this paragraph.</p> <p>Replaced "clause" with "Section" in the first and second lines, deleted "and the Contractor is not entitled to reimbursement of such payment from the Utility/Third Party Provisional Sum," from the third line, and "If the Contractor fails to make any such payment to a Third Party within said time period and the Contractor is entitled to reimbursement of such payment from the Utility/Third Party Provisional Sum, then the Authority may make such payment and deduct the payment amount from the Utility/Third Party</p>	B.2, Pt B.1, Page 135



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	<p>Provisional Sum. If insufficient funds remain available in the Utility/Third Party Provisional Sum to pay the amount owing, the Authority may deduct the payment amount from any moneys due or to become due to the Contractor and/or obtain reimbursement from the Contractor for such cost.” from the end of the paragraph under Section 49.1.8.2, Contractor’s Failure to Pay.</p> <p>Inserted “Where the affected Third Party has Cost Liability for Third Party Facility Work,” and lowercasing “the” at the beginning of the first line, deleted “for the Contractor’s Third Party Facility Work” from after “Third Party” in the second line, replaced “Utility/Public Facility” with “Third Party” and deleted “, to the extent the Third Party has Cost Liability for such Work” from the end of the paragraph under Section 49.1.8.4, Collection by Contractor.</p> <p>Deleted “of this clause” from after “Section 49.1.8.3” in the second line and from after “Section 49.1.13” in the third line of the paragraph under Section 49.1.8.4, Third Party’s Failure to Pay.</p> <p>Inserted “Original” after “applicable” in the second line, deleted “, executed Task Order” from after “Master Agreement” and “included in the RFP” from after “Draft Task Order” in the third line of the paragraph under Section 49.1.8.5, Cost Liability.</p>	
	<p>Replaced “. Such” with “or group of Relocations. If such change results from the execution of a Master Agreement or amendment to a Master Agreement, such change shall be addressed in accordance with Section 49.1.10. Otherwise, the Authority shall issue a directive letter with respect to such change, and such” in the second line and inserted a comma after “Authority-Directed Change”, deleted “either” after “resulting in” in the sixth line and “or the Utility/Third Party Provisional Sum” from the seventh line of the paragraph under Section 49.1.9, Change in Cost Liability Determination.</p> <p>Inserted the following as Section 49.1.10, Material Change in Master Agreement, there by moving the section regarding “Betterments” down to Section 49.1.11:</p> <p>“49.1.10.1 Notice of Change</p> <p>If, after the Proposal Deadline, the Authority and any Third Party enter into a Master Agreement (or an amendment to an existing Master Agreement) that includes terms differing from the terms of the applicable Original Master Agreement (or from assumed or deemed terms set forth in the Contract Documents if applicable), then the Authority will promptly provide notice to the Contractor of the agreement or amendment, including a copy of the agreement or amendment. Such changed terms may include (a) a</p>	B.2, Pt B.1, Page 136-137



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	<p>change in the responsibility for performing design and construction of Relocations from the initial allocation established pursuant to Section 49.1.6, (b) a change in Cost Liability from the determination established pursuant to Section 49.1.8.5, (c) a change in applicable Third Party Standards, and/or (d) any other changes from the applicable terms established in the Contract Documents. The Authority's notice shall be considered a directive letter in accordance with the "Changes" clause (Section 17) of the General Provisions modifying the Third Party Facility Work to account for all such changed terms.</p> <p>49.1.10.2 Authority-Directed Change</p> <p>Subject to the other provisions of this Section 49.1.10, any material change in the scope of the Third Party Work as described in Section 49.1.10.1 shall be treated as an Authority-Directed Change. The requirements and limitations set forth in the "Changes" clause (Section 17) and in the "Equitable Adjustments" clause (Section 23) of the General Provisions shall apply with respect to such Authority-Directed Changes, except that (a) the notification and other requirements of this Section 49.1.10 shall apply in lieu of the notice requirements set forth in Section 17.3, and (b) subject to the provisions of this Section 49.1.10, a notice given by the Contractor pursuant to this Section 49.1.10 shall be treated as a notice given in accordance with Section 17.3.</p> <p>49.1.10.3 Notice of Change in Draft Master Agreement or Amendment</p> <p>Within 10 days after the Authority delivers to the Contractor a draft Master Agreement or amendment to a Master Agreement, the Contractor shall provide written notice to the Authority of any provisions that the Contractor believes would constitute an Authority-Directed Change (pursuant to Section 49.1.10.2) warranting an increase in the Contract Price or extension of a Completion Deadline. Following delivery of the Contractor's notice, the Contractor shall consult with the Authority to discuss potential methods for modifying the draft Master Agreement or amendment or minimizing its impacts. The Authority may send more than one draft Master Agreement or amendment with regard to a particular Third Party, and the Contractor shall respond to each such draft as provided herein.</p> <p>49.1.10.4 Notice of Change in Executed Master Agreement or Amendment</p> <p>Notwithstanding any notices given pursuant to Section 49.1.10.3, the Contractor shall notify the Authority in writing within 20 days after the Contractor receives an executed Master Agreement or amendment to a Master Agreement that the Contractor believes constitutes an Authority-Directed Change warranting an increase in the Contract Price or extension</p>	



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	<p>of a Completion Deadline pursuant to this Section 49.1.10.</p> <p>49.1.10.5 Waiver</p> <p>If the Contractor fails to timely provide any notice required by Sections 49.1.10.3 or 49.1.10.4, the Contractor shall be deemed to have waived any right to later claim that an the Authority-Directed Change has occurred and shall be precluded from any relief on account of the terms for which such notice should have been given, notwithstanding (a) any contrary provision of the Contract Documents, (b) actual notice or knowledge on the part of the Authority, and (c) any alleged lack of prejudice to the Authority from the late notice.</p> <p>49.1.10.6 Timing of Notice</p> <p>Solely for purposes of determining when notices are required from the Contractor pursuant to Sections 49.1.10.3 or 49.1.10.4, any draft or executed Master Agreements or amendments thereto that were provided to the Contractor during the period between the Proposal Date and the date of issuance of NTP1 shall be deemed to have been given to the Contractor one day after said date of issuance.</p> <p>49.1.10.7 Other Changes</p> <p>If the Contractor desires to incorporate into a Task Order an amendment to the terms of the applicable Master Agreement, such modification shall be proposed, processed and approved as a Change Order in accordance with the "Changes" clause (Section 17) or in the "Equitable Adjustments" clause (Section 23) of the General Provisions. The Authority may also reallocate responsibility for performing Relocation work (by either adding to or deleting from the Third Party Facility Work) or otherwise modify the terms and conditions governing the Third Party Facility Work, by directive letter or Change Order in accordance with the "Changes" clause (Section 17) or in the "Equitable Adjustments" clause (Section 23) of the General Provisions.</p> <p>49.1.10.8 Contractor's Responsibility</p> <p>Regardless of the arrangements made with the Third Parties, and except as may be otherwise provided in this "Third Party Entities" clause, the Contractor shall continue to be the responsible party to the Authority for timely performance of all Relocations in accordance with the requirements of the Contract Documents.</p> <p>49.1.10.9 Incidental Utility Work</p> <p>No increase or decrease in the Contract Price shall be made pursuant to this Section 49.1.10 on account of any change in the allocation of responsibility for Incidental Utility Work."</p>	



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	Inserted "If any" before "Betterments" and "are" afterward in the first line, deleted "shall not be grounds for extension of any Completion Deadline. With respect to those Relocations that are payable from the Utility/Third Party Provisional Sum, any Betterments included in the original scope of the Work shall be chargeable against the Utility/Third Party Provisional Sum in the same manner as other costs of the Relocation. With respect to those Relocations that are not payable from the Utility/Third Party Provisional Sum, any", and replaced "the Contract Price" with "compensation or time extension" in the last line of the paragraph under Section 49.1.11.1, Betterments Included in the Original Scope of the Work.	
	<p>Deleted "of this clause" after "Section 49.1.11.4" in the second line of the first paragraph under Section 49.1.11.2, Addition of Betterments to the Work.</p> <p>Moved "and" from the end of the second bullet to the end of the first bullet under the first paragraph under Section 49.1.11.2, Addition of Betterments to the Work.</p> <p>Deleted the following as the third bullet under the first paragraph under Section 49.1.11.2, Addition of Betterments to the Work:</p> <p>"The costs of such Betterment shall not be chargeable against the Utility/Third Party Provisional Sum."</p> <p>Replaced "Utility/Public Facility" with "Third Party" in the last sentence under Section 49.1.11.2, Addition of Betterments to the Work.</p> <p>Deleted "of this clause" from after "Section 49.1.11.4" in the second line of the paragraph under Section 49.1.11.3, Third Party Projects.</p> <p>Deleted "or Utility/Third Party Provisional Sum, as applicable, from the fourth line of the paragraph under Section 49.1.11.5, Decrease in Scope.</p>	B.2, Pt B.1, Page 138
	<p>Replaced the title for Section 49.1.12 from "Change in Relocation Requirements" to "Project Design Changes".</p> <p>Switched placement of "Eliminate" and "reduce" and inserted "nature or extent or" after "the" in the first bullet under Section 49.1.12, Project Design Changes.</p> <p>Replaced "new" with "unanticipated" and inserted "the nature or extent or" after "increase in" in the second bullet under Section 49.1.12, Project Design Changes.</p> <p>Deleted "or the Utility/Third Party Provisional Sum" from the first line and replaced ", nor shall the Contractor be entitled to charge any such additional costs against the Utility/Third Party Provisional Sum" with "in</p>	B.2, Pt B.1, Page 139



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	<p>order to facilitate the avoidance or minimization of Relocations” in the second sub-bullet under the second bullet under Section 49.1.12, Project Design Changes.</p> <p>Deleted “Neither” and capitalized “The” from before “Contract Price”, deleted “nor the Utility/Third Party Provisional Sum” from after “Contract Price”, inserted “not” after “shall” then deleted “, nor shall any charge be made against the Utility/Third Party Provisional Sum” from the third sub-bullet under the second bullet under Section 49.1.12, Project Design Changes.</p> <p>Inserted “by the Contractor” after “amounts owed” in the bullet under the third sub-bullet under the second bullet of Section 49.1.12, Project Design Changes.</p> <p>Inserted “additional costs incurred by the Authority” after “any”, moved “as a result of any such Project design change” to after “the Authority”, inserted “(e.g., ” before “costs incurred” and deleted “required” at the end of the paragraph, after inserting “).” in the fourth sub-bullet under the second bullet of Section 49.1.12, Project Design Changes.</p>	
	Inserted “and obtain execution of” after “negotiate” in the first bullet under Section 49.1.13.1, Notice to Authority.	B.2, Pt B.1, Page 140
	<p>Replaced “Utility/Public Facility” with “Third Party” in the fourth line from the bottom of the paragraph under Section 49.1.13.2, Authority Actions.</p> <p>Replaced “Utility/Public Facility” with “Third Party” in the fifth line of the paragraph under Section 49.1.13.4, Performance of Work by Contractor.</p> <p>Replaced “Utility/Public Facility” with “Third Party” in the eighth line of the paragraph under Section 49.1.13.4, Performance of Work by Contractor.</p> <p>Deleted “Section 49.1.13” from the second line after inserting ““Delays”” after “under this” in the paragraph under Section 49.1.14.1, Notice.</p> <p>Replaced “Section” with “clause” in the third line of the paragraph under Section 49.1.14.1, Notice.</p> <p>Deleted “the “Inaccuracy Increasing the Work” clause” after “pursuant to” and “of the General Provisions” after “Section 49.1.1.5” from the end of the paragraph under Section 49.1.14.2, Inaccuracies in Utility Information.</p> <p>Hyphenated the heading title for Section 49.1.14.3, “Third-Party-Caused-Delays”.</p> <p>Capitalized “The” at the beginning of the first two bullets under the first</p>	B.2, Pt B.1, Page 141



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	<p>paragraph under Section 49.1.14.3, Third-Party-Caused-Delays.</p> <p>Replaced "stated in" with "pursuant to" and deleted "Utility/Public Facility" and inserted "Master" after "applicable" and deleted "(s)" from the end of "Agreement" in the first bullet, under Section 49.1.14.3, Third-Party-Caused-Delays.</p> <p>Deleted "provided in either case, however, that" from after "Project" in the second bullet and inserted hard return afterward and deleting the bullet formatting from the third bullet inserting "Notwithstanding the foregoing, the Contractor shall not be entitled to a time extension in either of the foregoing situations unless all" before "the following conditions are satisfied" and formatting the following bullets with main bullets.</p> <p>Replaced "clause" with "Section", replaced "Relocations as to which" with "Third Party-caused delay occurring after" after "to any" and inserting "with respect to the affected Relocation" at the end of the last paragraph under Section 49.1.14.3, Third-Party-Caused-Delays.</p>	
	<p>Updated cross reference for "Equitable Adjustment" form "0" to "23" and replaced a semicolon with a period at the end of the paragraph under Section 49.1.15, Additional Restrictions on Change Orders.</p> <p>Deleted "or the Utility/Third Party Provisional Sum" from after "Contract Price" in the paragraph under Section 49.1.15.1, Coordination Costs.</p>	B.2, Pt B.1, Page 142
	<p>Replaced "reimbursement from the Utility/Third Party Provisional Sum or an" with "any" in the paragraph under 49.1.15.4, Voluntary Action.</p> <p>Replaced "and Utility/Third Party Provisional Sum cover" with "covers" in the first bullet under the paragraph under 49.1.15.5, Assumption of Third Party Facility Risks by Contractor, and inserted a semi-colon before "and" at the end of this bullet.</p> <p>Replaced ""Insurance" clause (Section 11) of the General Provisions" with "Contract" at the end of the paragraph under Section 49.1.16, Bonds and Insurance.</p>	B.2, Pt B.1, Page 143
	<p>Inserted the following as the fourth bullet under Section 49.1.17, Utility and Public Facility Definitions:</p> <ul style="list-style-type: none"> • Draft Master Agreement – an unexecuted Master Agreement included in Book 3, without consideration of any modifications or amendments made after the Proposal Deadline." <p>Inserted the following as the fourth sub-bullet under the seventh bullet under Section 49.1.17, Utility and Public Facility Definitions:</p>	B.2, Pt B.1, Page 144-148



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	<p>“- Protections in Place of all Utilities, except for the Utilities being Protected in Place by PG&E or its contractors (as indicated by the relevant Draft Task Orders);”</p> <p>Inserted “(draft or executed)” after “Third Parties” in the first sub-bullet under the eighth bullet under Section 49.1.17, Utility and Public Facility Definitions.</p> <p>Inserted “and/or the CHSRP (or other portions thereof)” after “Project” in the second sub-bullet under the eighth bullet under Section 49.1.17, Utility and Public Facility Definitions.</p> <p>Inserted the following as the tenth bullet under Section 49.1.17, Utility and Public Facility Definitions:</p> <ul style="list-style-type: none"> • Original Master Agreement – A Master Agreement (whether or not executed) included in Book 3, without consideration of any modifications or amendments made after the Proposal Deadline. <p>Deleted the following as the twelfth and thirteenth bullets under Section 49.1.17, Utility and Public Facility Definitions:</p> <ul style="list-style-type: none"> • Provisional Sum Authorization – The written authorization from the Authority regarding the scope and maximum cost of Third Party Facility Work to be paid for out of the Utility/Third Party Provisional Sum as set forth in the “Contractor’s Provisional Sum Facility Work” clause (Section 49.1.3.1.4) of the General Provisions. • Provisional Sum Facility Work – The Third Party Facility Work payable from the Utility/Third Party Provisional Sum as described in the “Utility/Third Party Provisional Sum” clause (Section 49.1.3.1) of the General Provisions.” <p>Deleted “is not a Utility and” from after “that” and inserted the following at the end of the twelfth bullet (defining “Public Facility”) under Section 49.1.17, Utility and Public Facility Definitions:</p> <p>“; provided, however, that the term excludes all Utilities and any facilities owned or operated by the California Department of Transportation”</p> <p>Deleted the from between “including” and “Work” of the fifteenth bullet under Section 49.1.17, Utility and Public Facility Definitions, and inserted the following:</p> <p>“(a) Contractor’s reimbursement of Public Facility Owners for Relocation work they perform,</p> <p>(b) any Betterments added to the scope of the Public Facility Work, and</p>	



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	<p>(c) all other”</p> <p>and deleted “, and (b) any Betterments added to the scope of the Public Facility Work.</p> <p>Inserted the following as the fifteenth bullet under Section 49.1.17, Utility and Public Facility Definitions:</p> <p>“• Reasonable Accuracy – The meaning set forth in Section 49.1.5.3.”</p> <p>Inserted the following at the end of the seventeenth bullet under Section 49.1.17, Utility and Public Facility Definitions:</p> <p>“and/or future CHSTP facilities to be designed and constructed by others as described in the Scope of Work”</p> <p>Lowercased “work” after “Relocation” in the eighteenth bullet under Section 49.1.17, Utility and Public Facility Definitions.</p> <p>Inserted “and/or Public Facilities” after “Relocation of Utilities” in the second line and replaced “Utility/Public Facility” with “Third Party” in the last line of the eighteenth bullet under Section 49.1.17, Utility and Public Facility Definitions.</p> <p>Inserted “Because the California Department of Transportation is not a Public Facility Owner, it is also not a Third Party.” At the end of the twenty-second bullet under Section 49.1.17, Utility and Public Facility Definitions.</p> <p>Inserted the following as the twenty-third bullet under Section 49.1.17, Utility and Public Facility Definitions:</p> <ul style="list-style-type: none"> • Third Party Agreement – A Master Agreement or a Task Order, as the context may require, and as the same may be modified or amended from time to time. <p>Replaced “specification” with “specifications” in the first line of the second paragraph under the twenty-seventh bullet (defining “Third Party Standards”).</p> <p>Made the following changes to the twenty-eighth bullet (defining “Utility or utility”):</p> <p>Inserted “, and drainage basins for storm water lines” after “water lines” in the seventh line</p> <p>Deleted “storm water facilities that provide drainage solely for the Project right-of-way, and (b) ” from the twelfth line</p> <p>Inserted “, and (b) cellular telecommunications towers and related facilities” at the end of the fourth sentence</p>	



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	<p>Deleted "For this purpose, and capitalized "all" at the beginning of the fifth sentence.</p> <p>Deleted the following bullet from under Section 49.1.17, Utility and Public Facility Definitions:</p> <p style="padding-left: 40px;">"Utility/Public Facility Agreement –A Master Agreement and Task Orders thereunder, if any, as the context may require, and as the same may be modified or amended from time to time."</p> <p>Replaced "as defined in Book 3" with the following as the definition for "Utility Information" under Section 49.1.17, Utility and Public Facility Definitions:</p> <p style="padding-left: 40px;">"The information concerning the location, nature and other characteristics of existing Utilities provided in the Draft Task Orders, including any such information incorporated into the Draft Task Orders by reference to the Utility Composite Drawings in Book 4. The definition of Utility Information does not include any information regarding relocation, schedule or cost.</p> <p>Inserted the following at the end of the definition for "Utility Owner or utility owner" under Section 49.1.17, Utility and Public Facility Definitions:</p> <p style="padding-left: 40px;">"provided, however, that in a joint pole use situation, if the applicable Master Agreement makes the pole owner responsible to the Authority for Relocation of all Utilities installed on that pole (whether or not owned by the pole owner), then for purposes of this Contract the pole owner will be treated as the Utility Owner with respect to all Utilities installed on that pole."</p> <p>Deleted "/Third Party" from between "Utility" and "Provisional", inserted parentheses around "in the amount specified in the Signature Document", deleted "Work" after "certain" and replaced "Work" with "Orders" after "Changes" in the definition for "Utility Provisional Sum" under Section 49.1.17, Utility and Public Facility Definitions.</p> <p>Inserted "the following:" before the replacement of "the Work with respect to Utilities described in this Section 49.1," with "Contractor's reimbursement of Utility Owners for Relocation work they perform", inserted ", and" at the end of item "c" and inserted "All other Work with respect to Utilities described in this Section 49.1" as item "d" in the definition under "Utility Work" under Section 49.1.17, Utility and Public Facility Definitions.</p>	
	Inserted "Caltrans Agreement" as Section 49.3.	B.2, Pt B.1, Page 148



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	<p>Deleted parenthetical "(PIP) in the first line and lowercased "partnering participants" at the end of the second bullet under Section 50.1, Post-Award Partnering Workshop.</p> <p>Capitalized "Parties" after "all" in the fourth bullet under Section 50.1, Post-Award Partnering Workshop.</p> <p>Replaced "Section 50" with ""Partnering" clause" in the sixth bullet under Section 50.1, Post-Award Partnering Workshop.</p> <p>Spelled out the acronym of "PIP" as "Partnering Implementation Plan" in the first and second line of the paragraph under Section 50.2, Periodic Partnering Meetings.</p> <p>Lowercased "partnering participants" in the first line of the paragraph under Section 50.4, Project Completion.</p>	B.2, Pt B.1, Page 149
	<p>Replaced "Section 51 and Section 52" with ""Disputes" clause and the "Arbitration" clause (Section 52) of the General Provisions" under Section 51, Disputes.</p> <p>Replaced "any" with "a" and deleted "to said designated representative" after "dispute" and replaced "Authority's designated representative" with "Authority" in the second paragraph under Section 51.1, Authority Decision.</p> <p>Inserted "a statement of the facts asserted," after "objection," and "and amount" after "the nature" and replaced "time and/or cost effects" with "schedule impact" in the second paragraph under Section 51.1, Authority Decision.</p> <p>Replaced "Authority's designated representative" with "Authority" and "Contracting Officer" with "Authority" in the third paragraph under Section 51.1, Authority Decision.</p> <p>Replaced "designated representative" with "Authority", inserted "or designee" after "Officer" in two instances in the fourth paragraph under Section 51.1, Authority Decision.</p> <p>Inserted "or designee's" after "Officer's" in the first line, deleted "(if it is then in existence) or to arbitration (if the DRB is not then in existence)," inserted a semi-colon before and a comma after "provided" in the second line and deleted "or arbitration" after "DRB" in the third line of the fifth paragraph under Section 51.1, Authority Decision.</p> <p>Replaced "Authority's designated representative" with "Authority" in the second line and deleted two instances of "or arbitration" in the sixth paragraph under Section 51.1, Authority Decision.</p>	B.2, Pt B.1, Page 150-151



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	<p>Replaced “are encouraged” with “shall attempt” from the next-to-last line in the second paragraph and deleted the following from the last paragraph under Section 51.3, Disputed Resolution Board:</p> <p>“Although the decisions of the DRB should carry great weight for both the Authority and the Contractor, except as specified in Section 51.4, they are not binding on the Parties unless the amount in controversy exceeds \$1,000,000.00.”</p> <p>Replaced “agrees” with “has agreed” and inserted “in the Master Agreement or otherwise” at the end of the sixth bullet under Section 51.4, Matters Ineligible for DRB Procedures.</p> <p>Lower cased “surety” at the end of the last bullet under Section 51.4, Matters Ineligible for DRB Procedures.</p>	B.2, Pt B.1, Page 152
	<p>Replaced “Professional Engineer” with “a professional engineer and” in two instances in the first paragraph under Section 51.5, Membership.</p> <p>Lowercased “members” in the first and fourth lines of the second paragraph under Section 51.5, Membership.</p> <p>Replaced “Members” with “DRB members” in the third line of the second paragraph under Section 51.5, Membership.</p> <p>Lowercased ten instances of “member” “member’s” and “members” under Section 51.5.1, Criteria and Limitations for Membership on the DRB.</p> <p>Replaced “contained herein” with “set forth in the Signature Document” at the end of the fourth bullet in the second set of bullets under Section 51.5.1, Criteria and Limitations for Membership on the DRB.</p>	B.2, Pt B.1, Page 153-154
	<p>Lowercased “members” in the sixth line, replaced “job site” with “Site” in the twelfth line of the first paragraph and lower cased “chairperson” in the first bullet under Section 51.6, Operation.</p> <p>Inserted a hard return before “The Contractor”, and formatted “Set tentative date for [the] next Project visit and meeting.” as a main bullet with the remaining text becoming the second paragraph under Section 51.6, Operation. (Note that “the” was inserted in this new bullet between “for” and “next”.)</p> <p>Deleted “shall cover” after “inspection” in the second line and inserted “shall occur after the meeting” in the third line after “Work” and “during the field inspection” in the last line of the second paragraph under Section 51.6, Operation.</p>	B.2, Pt B.1, Page 155



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	<p>Replaced "Section 54" with ""Disputes" clause" in the fifth and sixth line of the first paragraph under Section 51.6.1, Procedure and Schedule for Dispute Resolution.</p> <p>Replaced "job site" with "Site" in the second paragraph under Section 51.6.2, Conduct of Hearing.</p>	B.2, Pt B.1, Page 156-157
	<p>Replaced ". Private Sessions" with "as determined at the sole discretion of the DRB. Private Meetings" in the third line of the second paragraph under Section 51.6.2, Conduct of Hearing.</p> <p>Replaced "permitted" with "used" and inserted "The decision to keep a formal transcript or use audio or video recordings shall be at the sole discretion of the DRB." at the end of the third paragraph under Section 51.6.2, Conduct of Hearing.</p> <p>Lowercased "members" and "member" in the fourth and fifth paragraphs, respectively, under Section 51.6.2, Conduct of Hearing.</p> <p>Replaced "Section 51" with ""Disputes" clause" in three instances under Section 51.6.3, Additional Requirements for Subcontractor Demands.</p>	B.2, Pt B.1, Page 157
	<p>Reformatted the lists in the second and fifth bullets at sub-bullets under Section 51.6.3, Additional Requirements for Subcontractor Demands.</p> <p>Replaced "Section 51" with "Disputes" clause" in six instances under Section 51.6.3, Additional Requirements for Subcontractor Demands.</p> <p>Replaced "an" with "one or more" in the third line of third bullet under Section 51.6.3, Additional Requirements for Subcontractor Demands.</p> <p>Replaced "Contracting Officer" with "Authority", inserted "the "Authority Decision" clause... of the General Provisions" in the fourth bullet under Section 51.6.3, Additional Requirements for Subcontractor Demands.</p> <p>Deleted "iii" and inserted a [hard return] afterwards to make the phrase "any Subcontractor claim that is covered by insurance; or" into the third sub-bullet under the last bullet under Section 51.6.3, Additional Requirements for Subcontractor Demands.</p> <p>Inserted "initial" after "The DRB's" in four instances in the first and third paragraph under Section 51.6.4, DRB Decision.</p> <p>Capitalized "Parties" in the last line of the first paragraph under Section 51.6.4, DRB Decision.</p>	B.2, Pt B.1, Page 158
	Replaced "shall" with "may" in the second line of the third paragraph under	B.2, Pt B.1,



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	<p>Section 51.6.4, DRB Decision.</p> <p>Inserted "within four weeks of issuance of the initial DRB decision, the DRB shall issue a final decision which shall" after "Parties and," in the second and third lines, replaced "prior" with "initial" in the third line, inserted "final" before "decision" in the fourth and sixth lines, lowercased three instances "notice of intent to appeal" and replaced "Decision" with "final decision" in six instances, and lowercased "Arbitration" in two instances throughout the fourth paragraph under Section 51.6.4, DRB Decision.</p> <p>Capitalized "Parties" at the end of the fourth paragraph under Section 51.6.4, DRB Decision.</p> <p>Lowercased "members" in the second line the first paragraph under Section 51.6.5, Compensation.</p> <p>Capitalized "Retainage" in the fifth line of the third paragraph under Section 51.6.5, Compensation.</p>	Page 159
	<p>Deleted "such" after "bring" and inserted "where the amount in controversy exceeds \$1,000,000" after "claims" in the second and third lines of the first paragraph under Section 52, Arbitration.</p> <p>Replaced "Section 52" with "'Arbitration" Clause" in the first sentence of the first paragraph under Section 52, Arbitration.</p> <p>Inserted "final" after "DRB", and deleted "or within 42 days from the date of the Contractor's receipt (or deemed receipt) of the Authority's final decision for disputes not required to be submitted to the DRB" from the end of the second paragraph under Section 52, Arbitration.</p>	B.2, Pt B.1, Page 160
	<p>Inserted "However, if the award is simply monetary, the award shall be a single lump sum award and shall not separate the damages from the costs." at the end of the seventh paragraph under Section 52, Arbitration.</p> <p>Deleted "subsequent" from after "or" in the first line and lowercased "Work" in the fourth line of the ninth paragraph under Section 52, Arbitration.</p> <p>Lowercased "decision", "notice of intent to appeal" and "arbitration" throughout the last paragraph under Section 52, Arbitration.</p> <p>Replaced "California High-Speed Train Project (HST)" with "CHSTP" in the second line of the first paragraph under Section 53.1, General.</p>	B.2, Pt B.1, Page 161
	Replaced two instances of "HST" and one instance of "HST Project" with "CHSTP" on page 158 in Section 53.1, General and Section 53.1.1.1,	B.2, Pt B.1, Page 162



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	Authority's Role.	
	<p>Replaced four instances of "PI Program" with "PIP" under Section 53.1.2.1, Contractor's Public Involvement Plan.</p> <p>Replaced "these" with "the" in the second to last line and deleted "The cost of all PI work shall be included as an individual line item in the Schedule of Prices." from the end of the first paragraph under Section 53.1.2.1, Contractor's Public Involvement Plan.</p> <p>Replaced "PI Program" with "PIP" in the second line of the first paragraph under Section 53.1.2.2, Staff Requirements.</p>	B.2, Pt B.1, Page 163
	Inserted "; and" at the end of the fifth bullet under Section 53.2.2, Database. Inserted punctuation (semi-colons and a period) at the end of the other bullets in this section.	B.2, Pt B.1, Page 165
	Deleted "Contractor shall complete, update, and submit its" between "The" and "Business", "based on the summary submitted with its Proposal. This plan" before "shall", and ", but is not limited to," from the paragraph under Section 53.3., Business and Residential Impact Mitigation.	B.2, Pt B.1, Page 166
	<p>Inserted "The" at the beginning of the paragraph under Section 53.3.4, Garbage and Recycling Removal.</p> <p>Lowercased "neighborhood board" in the second paragraph under Section 53.4, Community Updates/Neighborhood Boards.</p>	B.2, Pt B.1, Page 167
	Deleted "but is not limited to" from after "includes" in the third line of the paragraph under Section 53.11, Website.	B.2, Pt B.1, Page 169
	<p>Replaced "applies" with "apply" and "is" with "are" in the first and second lines of the paragraph under Section 54.1, Introduction.</p> <p>Replaced "Plan" with "System" and inserted "and FTA guidelines" at the end of the first paragraph under Section 54.2, Quality Program.</p> <p>Replaced "and" with "with both roles reporting to the Quality Manager.", capitalized "The", spell out "Quality" deleted "A" deleted "functional lead" and replaced with "Manager" in the third line, replaced "to" with "until", spelled out "Quality", deleted "C" and capitalized "Manager" in the fifth line, and inserted "implementing an effective Quality Program to ensure" in the sixth line of the second paragraph under Section 54.2, Quality Program.</p> <p>Renamed the title for Section 54.3 from "Inspections, Tests and Audits" to "Audits, Inspections, and Tests".</p>	B.2, Pt B.1, Page 170



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	<p>Inserted "Audits shall be scheduled, planned, performed, followed up as necessary, and closed out." at the end of the first bullet under Section 54.3, Audits, Inspections and Tests.</p> <p>Inserted "subject to a SONO" in the first line of the third bullet under Section 54.3, Audits, Inspections and Tests.</p>	
	<p>Capitalized "work" in five instances in the first paragraph under Section 54.4, Deficient and Non-Conforming Work.</p> <p>Capitalized "work" and inserted "by submitting the relevant non-conformance report" at the end of the first bullet under Section 54.4, Deficient and Non-Conforming Work.</p> <p>Capitalized "work" in two instances and added "All corrective action plans and subsequent close out reports shall be submitted to the Authority. The Authority may review and issue an objection to either the corrective action plan in which case the contractor shall resubmit the plan to incorporate the comments." at the end of the second bullet under Section 54.4, Deficient and Non-Conforming Work.</p> <p>Capitalized "work" in seven instances in the third bullet under Section 54.4, Deficient and Non-Conforming Work.</p> <p>Capitalized "work" in the first line, deleted "a" after "prove" in the second line, and added "Should test results fail to establish non-conformance, the Authority is responsible for all costs and time impacts associated with the testing and restoration of the affected Work." at the end of the fourth bullet under Section 54.4, Deficient and Non-Conforming Work.</p> <p>Replaced "on the" with "in a", lower-cased "Non-Conformance" and replaced "Form" with "log" in the fifth bullet under Section 54.4, Deficient and Non-Conforming Work.</p>	B.2, Pt B.1, Page 171
	<p>Deleted colon from end of title for Section 55, Interface Coordination and Design Integration.</p> <p>Replaced "CHST System" and "High-Speed Rail System" with "CHSTP" in the first and second paragraph under Section 55, Interface Coordination and Design Integration.</p>	B.2, Pt B.1, Page 172
	<p>Inserted ", which shall be subject to a SONO" after "NTP" in the second line of the last paragraph under Section 55.1, Interface Management Plan.</p>	B.2, Pt B.1, Page 173
	<p>Replaced three instances of "Authority's Representative" with "Authority" in the first two paragraphs under Section 57.1, Overview.</p>	B.2, Pt B.1, Page 175



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	Added “; and” at the end of the third bullet under Section 57.5, Certifiable Items Lists (CIL). Also added punctuation (semi-colons and a period) at the end of the other bullets in this list.	B.2, Pt B.1, Page 176
	<p>Section 58.1 retitled from “Interim Schedule” to “Project Cost and Scheduling Controls Program”.</p> <p>Replaced the following in the paragraph under Section 58.1, Project Cost and Scheduling Controls Program:</p> <p>“submit, within 10 Working Days after NTP, an interim partial schedule detailing activities to be performed within the first 90 days after NTP. The interim schedule and schedule narrative shall describe the activities to be accomplished and their interdependencies subject to all requirements of the Contract Documents. The interim schedule shall be submitted in accordance with the requirements set forth in this clause”</p> <p>with the following:</p> <p>“comply in all respects with the Project Cost and Scheduling Controls Program set out in Book Three (3). The cost for such compliance shall be included in the Contract Price. ”</p>	B.2, Pt B.1, Page 177
	<p>Replaced following sections with “This program, along with all its requirements, are fully described in Book 3 “Project Schedule Program and Specification.”” from after Section 58.1, Project Cost and Scheduling Controls Program:</p> <p>“Baseline Schedule</p> <p>The Contractor shall submit to the Authority, within 60 days after NTP, a Baseline Schedule showing the order in which the Contractor proposes to prosecute the Work; the dates on which the Contractor shall start various Work stages, operations, and principal items of Work, including procurement of materials and plant; planned dates for completing the same; and interfaces with outside entities such as Utility Owners and Governmental Persons. The schedule shall include major submittals to the Authority. The Baseline Schedule activities shall be resource loaded with workforce labor by craft, equipment by type, and deliverables by type and quantity. The Baseline Schedule activities shall also be cost loaded with the value of the activity’s completed scope of work, with the sum of the activity values equaling the Total [Contract Price]. The Baseline Schedule shall include the payment milestones. Additionally, the Baseline Schedule shall clearly outline the intended flow of Work, including design, procurement, and construction, as</p>	B.2, Pt B.1, Page 177-178



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	<p>well as the updated submittal schedule, samples, intended maintenance of traffic, pollution control measures, utility interfaces, right-of-way, and such other information as required by the Contract.</p> <p>No objection by the Authority to the Baseline Schedule does not mean that it is reasonable in all respects, or that following the Baseline Schedule will result in timely completion of the Contract.</p> <p>The Baseline Schedule electronic submittal shall consist of the following:</p> <ul style="list-style-type: none"> <input type="checkbox"/> XER file. <input type="checkbox"/> Logic Diagram showing Activity ID, Activity Description, Activity Duration, each Activity's Total Float, Activity Calendar, and the Critical Path denoted. <input type="checkbox"/> Listing of all activities sorted by ascending Activity ID and showing for each activity the Activity ID, Activity Description, Activity Duration, Total Float, Activity Calendar, Activity Budget (dollars), Activity Resources, and Activity Deliverables. <input type="checkbox"/> Listing of the Critical Path sorted by Early Start, Early Finish, and Activity ID, and showing for each activity the Activity ID, Activity Description, Activity Duration, Total Float, Activity Budget (dollars), Activity Resources, and Activity Deliverables. <input type="checkbox"/> Listing of all activities sorted by ascending Total Float, Early Start, Early Finish, and Activity ID, and showing for each activity the Activity ID, Activity Description, Activity Duration, Total Float, Activity Calendar, Activity Budget (dollars), Activity Resources, and Activity Deliverables. <input type="checkbox"/> Construction Activity Durations shall not exceed 20 Working Days. However, other type activities such as reviews, procurement, and concrete curing can have longer durations. <input type="checkbox"/> A lineal schedule corresponding with the electronic baseline schedule. <input type="checkbox"/> Narrative report describing the Contractor's approach to performing the Work and stating any assumptions made by the Contractor in preparing the schedule. The narrative report shall also include the following: <ul style="list-style-type: none"> · Critical Path concerns · Potential delays 	



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	<p>All dates shown on reports will show the day, month, year.</p> <p>The Contractor's schedules shall adhere to the template provided by the Authority. Changes to this layout may be submitted to the Authority for consideration. The Contractor may add additional layers to further group its activities at a lower level, however, under no conditions, shall such additional layers affect the WBS layout provided. Payment milestones shall be coded to the WBS template provided by the Authority.</p> <p>The Activity Codes included in the template shall dictate the values to be used for each activity. Each activity will have a number of Activity Codes assigned to it. The Contractor may use additional Activity Codes for its own purposes, but these shall not replace the standard Activity Codes provided in the template.</p> <p>Out-of-Sequence progress shall be corrected prior to the submission of each schedule update. The Contractor shall include in the schedule update narrative why out-of-sequence progress occurred, how the Out-of-Sequence logic was corrected, and which activities and logic ties were impacted.</p> <p>Each activity shall have a predecessor to its start excepting the schedule's start activity. Each activity shall have a successor from its finish excepting the schedule's finish activity.</p> <p>The first three columns of the Activity ID field shall contain the Contract's three column code established by the Authority. No activity can be deleted from the schedule. If the scope of work for an activity is deleted, then that activity shall be given an Actual Start Date and the Same Date for its Finish Date, its duration set to zero, and a comment made in the Activity's Note section detailing why and when the scope was eliminated. All costs, resources, and deliverables assigned to the activity shall be set to zero. An Activity ID cannot be changed or reused.</p> <p>An objection shall be given if the Contractor's schedule is deficient in, but not limited to, the following areas:</p> <ul style="list-style-type: none"> <input type="checkbox"/> Failure of the Contractor to submit a XER file <input type="checkbox"/> Failure of the Contractor to "schedule" its schedule as of the Data Date <input type="checkbox"/> Failure to attach a copy of the complete Scheduling/Leveling Report (SCHEDLOG.TXT file generated by Primavera) <input type="checkbox"/> Any activities without predecessors or activities without successors appearing in the Scheduling/Leveling Report with the 	



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	<p>exception of the first and last activities in the schedule</p> <ul style="list-style-type: none"> <input type="checkbox"/> Any activity constraints appearing in the Scheduling/Leveling Report that have not been approved in writing by the Authority, or that are not specifically allowed by this specification <input type="checkbox"/> Any activities with an Actual Date later than the Data Date appearing in the Scheduling/Leveling Report <input type="checkbox"/> Duplicate Activity Descriptions <input type="checkbox"/> Any Milestone Activity with invalid relationships appearing in the Scheduling/Leveling Report <input type="checkbox"/> The existence of fractional day durations or fractional day floats <input type="checkbox"/> Failure to have a clearly defined Critical Path from the Data Date to the last activity in the schedule <input type="checkbox"/> Failure to include a comprehensive schedule narrative <p>58.3 Three Week Look-ahead Schedule</p> <p>Each week the Contractor shall supply the Authority with a 3 week, resource loaded look-ahead work schedule of all planned work to be performed in sufficient detail as agreed with the Authority.</p> <p>58.4 Monthly Schedule Updates</p> <p>The initial update is to the Baseline Schedule and subsequent updates are to the preceding month's updated schedule. The Data Date for the schedule update is the close of business on the 28th of the month. The Monthly Schedule Update submittal shall consist of the same reports and files as those required for the Baseline Schedule submittal with the addition of the following listed information:</p> <ul style="list-style-type: none"> <input type="checkbox"/> Narrative report describing the Contractor's approach to performing the Work and stating any assumptions made by the Contractor in preparing the schedule update. The narrative report shall also include the following: <ul style="list-style-type: none"> Planned and actual progress in the reporting period Critical Path progress and concerns Potential and actual delays Submittal status (focus on critical submittals and concerns) Details of any out-of-sequence progress, how the Out-of-Sequence 	



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	<p>logic was corrected, and which activities and logic ties were impacted</p> <p>Earned Value and associated performance metrics as follows:</p> <p>Data:</p> <p>Budgeted Cost at Completion (BAC)</p> <p>Budgeted Cost of Work Performed (BCWP)</p> <p>Actual Cost of Work Performed (ACWP)</p> <p>Budgeted Cost of Work Scheduled (BCWS)</p> <p>Variances:</p> <p>Cost Variance (CV)</p> <p>Schedule Variance (SV)</p> <p>Variance at Completion (VAC)</p> <p>Indices:</p> <p>Cost Performance Index (CPI)</p> <p>Schedule Performance Index (SPI)</p> <p>Forecasts:</p> <p>Estimate at Completion – EAC</p> <p>Estimate to Completion – ETC</p> <p>Current period values and cumulative values for data, variances, indices, and forecasts shall be provided in numerical format showing values and in graphical format showing trends.</p> <p>Any schedule variance on the critical path or any path shall be identified and its impact on subsequent milestones and the Project cost and schedule quantified.</p> <p>Causal analysis shall be conducted on all variances. Each month a summary of variance causes for that reporting period and variance causes to date shall be provided. The summary shall include a breakdown of causes that identifies:</p> <p>The size of the variance by cause (some variance may have multiple causes)</p> <p>Why the variance occurred</p>	



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	<p>Corrective actions to be taken to mitigate the variance</p> <p>The success or expected success of any corrective actions</p> <p>The overall date and time of the report production shall be recorded on the submittal.</p> <p>The Monthly Schedule Update shall include the following data for each activity:</p> <ul style="list-style-type: none"> <input type="checkbox"/> Actual Start Date (for started activities) <input type="checkbox"/> Actual Finish Date (for completed activities) <input type="checkbox"/> Physical Percent Complete <input type="checkbox"/> Current Early Start Date (for not started activities) <input type="checkbox"/> Current Early Finish Date (for uncompleted activities) <input type="checkbox"/> Remaining duration (for all started activities) <input type="checkbox"/> Current Total Float <input type="checkbox"/> Current Critical Path activities denoted <p>Conditions may develop which require revision to logic or duration of the Baseline Schedule. If, during the progress of the Work, events develop which necessitate changes to the original plan, the Contractor shall make such changes so as to depict the current mode of operation, and shall submit a revised logic diagram to the Authority. Unless the Authority objects, the Contractor shall incorporate logic revisions in the current schedule (latest monthly update), and will address those revisions in the narrative report by means of both a description and a listing of those network elements affected by such change. [This] listing will include the following, when applicable:</p> <ul style="list-style-type: none"> <input type="checkbox"/> Activities/Milestones added showing all pertinent data <input type="checkbox"/> Activities/Milestones deleted showing Activity ID <input type="checkbox"/> Relationships added showing both predecessor and successor relationship types and lags <p>Relationships deleted showing both predecessor and successor relationship types and lags</p> <ul style="list-style-type: none"> <input type="checkbox"/> Activity Duration changes showing both original and changed durations <input type="checkbox"/> Activity Description changes showing both original and changed 	



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	<p>descriptions</p> <p><input type="checkbox"/> All other revisions to the network logic</p> <p>Per the "Partnering" clause (Section 50) of the General Provisions, the Contractor shall meet with the Authority's representative to formally review the submitted monthly schedule update. This may include visits to the various Contractor sites to check on reported progress.</p> <p>When a Change Order is proposed by either the Authority or the Contractor, the Contractor shall submit a Time Impact Analysis (TIA) illustrating the influence of each Change Order on the Completion Deadlines. Each TIA shall include a sketch (fragnet) demonstrating how the Contractor proposes to incorporate the change or delay in the current schedule. The fragnet will include all logic changes and additions required as a result of said change order or delay or both. This fragnet will show all logic revisions for the Work in question and its relationship to other activities in the network. Additionally, the analysis shall demonstrate the time impact based on the date the change was given to the Contractor, the status of the Work at that time, and the activity duration of each affected activity. The activity durations used in this analysis shall be those included in the schedule update closest to the time of delay or as adjusted by mutual agreement.</p> <p>Each Time Impact Analysis shall be submitted within 20 days after either a delay occurs or a notice of change or change order is given to the Contractor.</p> <p>Evaluation of each Time Impact Analysis will be made by the Authority and a decision rendered unless subsequent meetings and negotiations are necessary.</p> <p>The time difference between the Early Finish and the Late Finish is defined as the activity's "Total Float." Total Float shall be considered a Project resource available to either Party. Total Float belongs to the Contractor for purposes of determining whether or not the Contractor is entitled to an extension of any Completion Deadline, provided that in no event shall the Contractor be entitled to the benefit of any Total Float for purposes of determining delay damages pursuant to Section 23.4.</p> <p>The Authority shall use Primavera's P6 standard scheduling software to prepare a Master [Program] Schedule (MPS). This MPS will be a composite of all Baseline Schedules or Current Schedules, as applicable, prepared by each Contractor for the Program. To</p>	



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	<p>enable the processing of all data, all schedules shall be generated using Primavera's P6 software in a format consistent for all contracts. This format comprises a uniform Work Breakdown Structure (WBS) and a set of Activity Codes that identify common types of Work for all program contracts, and a uniform set of Project Calendars reflecting the specific holiday restrictions and time format as set forth elsewhere in the Contract Documents. The Contractor shall use the standard template provided by the Authority to develop and maintain its schedules.</p> <p>Deleted the following and renamed the section titles for 5.82, 58.3 and 58.4 as "Not Used".</p> <p>In preparing its schedule the Contractor shall use only Project Calendars. No Global Calendars are to be included in any XER submitted to the Authority.</p> <p>The Contractor shall include a calendar which includes all Authority Designated Holidays. This calendar is to be used for all activities where the Authority is the responsible party.</p> <p>Fractional durations and floats shall be resolved by the Contractor before submittal of the schedule. Schedules will not be accepted for review if they contain fractional durations or fractional floats.</p> <p>Relationships between activities and activity durations shall conform to the following requirements:</p> <ul style="list-style-type: none"> <input type="checkbox"/> The default setting in the Schedule Options shall be that the calendar for scheduling relationship lags is the predecessor activity calendar <input type="checkbox"/> The schedule shall be run (calculated) using Retained Logic <input type="checkbox"/> Only Finish-to-Start, Finish-to-Finish, and Start-to-Start relationships are allowed <input type="checkbox"/> No negative lags are allowed on any relationship <input type="checkbox"/> Lags on Start-to-Start relationships shall be calculated based on the Early Start. <input type="checkbox"/> Critical Activities are defined as those activities on the Longest Path." 	
	Inserted "that are consistent and compatible with the Authority's Change Control and Configuration Management Plan" in the second line of the second paragraph of Section 58.5, Change Control and Configuration	B.2, Pt B.1, Page 178



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Change No.	Description	Location
	<p>Management.</p> <p>Deleted from the text under Section 58.6, Risk Management:</p> <p>“The Contractor shall be responsible for risk management of the Work and the production of a risk management plan that shall include the following sections:</p> <ul style="list-style-type: none"> <input type="checkbox"/> Risk Identification and Assessment – Examining the elements of Project definition and management processes to “surface” the associated risks and their root causes and assess the potential impacts and likelihood of occurrence; <input type="checkbox"/> Risk Mitigation – Process that identifies, evaluates, selects, and implements options to set risk at acceptable levels, given Project constraints and objectives; <input type="checkbox"/> Risk Mitigation Coordination – Proactive coordination with the Authority Representative of Project risk mitigation measures that impact the delivery of the Program goals; and <input type="checkbox"/> Implementation and Review. <p>The Contractor shall submit a monthly risk management report detailing, by exception, activities against risk items identified in the plan.</p> <p>The Contractor shall develop and implement a risk management system, consistent with the Project Management Institute’s (PMI’s) Practice Standard for Project Risk Management. The process will be codified in the Contractor’s risk management plan that describes how cost and schedule contingency will be managed to provide sufficient protection for the Program against identified and unidentified risks.”</p> <p>Deleted the following from after “significance” in the third line of the fourth paragraph (now the first paragraph) of Section 58.6, Risk Management:</p> <p>“Workshops will be scheduled quarterly upon the commencement of Work, but may require special meetings depending on the risk significance and responsible party. The meetings will cover risk management relevant issues of concern, and other issues requiring Authority participation. Contractor shall maintain a risk action items log that reflects assigned responsibilities and due dates for actions raised in this and any interim meetings. Special meetings may be necessary to maintain schedule delivery on all aspects of Contractor’s Work. Typically, these special meetings include, but are not limited to, design workshops, design reviews, utility coordination, public involvement, environmental clearances,</p>	



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	<p>construction easements, and traffic management and control.</p> <p>Overall, the Contractor's risk management process shall meet the following standards:</p> <ul style="list-style-type: none"> <input type="checkbox"/> Deliverables are presented within a substantively complete and appropriate engineering or Project management context; <input type="checkbox"/> Deliverables are appropriately quantified, fully integrated, traceable and consistent, and compatible with findings or stated facts; <input type="checkbox"/> Where risk management deliverables are qualitative in nature they are properly structured and clearly identified with respect to authorship; <input type="checkbox"/> Material analytic results of risk analysis are capable of independent analysis or reproduction using disclosed methods and assumptions generating similar analytic results within an acceptable degree of imprecision or error; and <input type="checkbox"/> The Authority and FRA are able to assess, jointly or independently, whether it is appropriate to question the adequacy, accuracy, or completeness of data, information, modeling, or analysis. <p>Deleted "the existing right-of-way lines and" from after "indicates" in the third row of the first paragraph under Section 59.1, General.</p> <p>Deleted "The ROW Acquisition Plan appraisal maps also indicate any fee right-of-way, easement right-of-way, access control, or temporary construction easements being acquired from each parcel by the Authority for the Project." from after "Project" in the third line of the first paragraph under Section 59.1, General.</p>	
	<p>Deleted the following as the sixth paragraph under Section 59.1, General:</p> <p>"Subject to the requirements of this clause, to the extent the Authority fails to provide access to the real property identified in the ROW Acquisition Plan on or before the deadline for such access set forth therein, and such failure has the effect of increasing the cost or time of performance of the Work, then the Contractor may request an equitable adjustment in accordance with the "Changes" clause (Section 17) of the General Provisions."</p> <p>Deleted the first sentence in the first paragraph under Section 59.1.1, The Authority's Role, which read:</p> <p>"The Authority will provide land rights and real property acquisition</p>	B.2, Pt B.1, Page 179



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Change No.	Description	Location
	<p>services in accordance with the Authority's Right-of-Way Policy."</p> <p>Added "and" before "coordinate" and deleted "; and prepare all documentation required to accomplish these tasks" from after "escrow" in the fifth line of the paragraph under Section 59.1.1, The Authority's Role.</p> <p>Deleted "The Authority's Right-of-Way Policy" as the first bullet under Section 59.2.1, Standards.</p> <p>Deleted "The Contractor shall comply with all procedural requirements of the Authority's Right-of-Way Policy that are required of the Authority." From after the bulleted list under Section 59.2.1, Standards.</p>	
	<p>Replaced "Authority's representative" with "Authority" after "with the" in the second sentence under the bulleted list under Section 59.2.1, Standards.</p> <p>Deleted ", the Authority's representatives," from the first and second lines of the first paragraph under Section 59.2.2, Meeting and Reporting requirements.</p> <p>Deleted "the Authority's Right-of-Way Policy," after "available in" in the sentence under Section 59.3, Resources Provided by the Authority.</p> <p>Deleted the following after the second bullet "ROW Acquisition Plan" under Section 59.3, Resource Provided by the Authority:</p> <p style="padding-left: 40px;">"The ROW Acquisition Plan consists of various electronic graphical file elements from multiple Authority sources. Existing electronic survey and right-of-way files contain land features that may include the following:</p> <ul style="list-style-type: none"> - New fee right-of-way, easement right-of-way, access control, and temporary construction easements acquired for the Project - Property lines" <p>Inserted ", including temporary utility easements," in the second line after "easements" in the paragraph under Section 59.4.1, Temporary Construction Easements.</p> <p>Inserted "The" before "Authority" in the first line and deleted the following from after "Plan" in the second line of the fourth paragraph under Section 59.4.3, Identification of Additional Right-of-Way:</p> <p>"To the extent the Authority fails to provide access to any such real property within such 24-month period, and such failure has the effect of increasing the cost or time of performance of the Work, then the Contractor may request an equitable adjustment in accordance with the "Changes"</p>	B.2, Pt B.1, Page 180



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	clause (Section 17) of the General Provisions."	
	<p>Deleted the following as Section 59.4.4 "Demolition and Clearance" and retitled the section as "Construction Contract Work Provisional Sum"</p> <p>"The Contractor is responsible for demolition and clearance of each parcel of the Project right-of-way, including removal of all structures and foundations and clearance of any Hazardous Materials, at the time the Authority acquires the right-of-way and gives written notice to the Contractor, unless otherwise specifically indicated in the written notice.</p> <p>All demolition and clearance activities will be performed in accordance with the Authority's Right-of-Way Policy."</p> <p>Inserted the following as the text of the new section titled, Construction Contract Work Provisional Sum:</p> <p>The amount of the Construction Contract Work ("CCW") Provisional Sum is indicated in the Signature Document. Any additional Work related to the design and construction of permanent improvements necessary as part of any right-of-way acquisition, including but not limited to improvements related to maintenance of access for specific property and/or grade separations, shall be considered Provisional Sum CCW payable from the CCW Provisional Sum to the extent such funds are available. Provisional Sum CCW shall be completed by the Contractor at the direction of the Authority. Contractor shall not be entitled to an equitable adjustment for Provisional Sum CCW. If the total allowable costs incurred by the Contractor for Provisional Sum CCW exceed the CCW Provisional Sum, the Contractor will be entitled to a Change Order increasing the CCW Provisional Sum by an amount equal to 100 percent of the excess allowable costs.</p> <p>Inserted ", as between the Authority and the Utility," after "relocation," in the first line and "Contractor's responsibility with respect to acquisition shall be limited to preparation of supporting paperwork as provided in Section 50.1.1.1." after "Master Agreements" in the second line of the paragraph under Section 59.5, Acquisition Activities Related to Utility Relocations.</p>	B.2, Pt B.1, Page 181
	Inserted "statements of objection" in the first, second and third sentence, and lowercased "final acceptance" in the second sentence of the paragraph under Section 61.2, Effect of Oversight, Reviews, Test, Acceptance and Approvals.	B.2, Pt B.1, Page 183



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Change No.	Description	Location
	<p>Inserted the following as the paragraph under Section 61.12, Joint and Several Liability:</p> <p>"If the Contractor is a joint-venture, each joint venture member shall be jointly and severally liable hereunder."</p>	B.2, Pt B.1, Page 186
	<p>Deleted the following as Section 61.13, Public Records Act and renamed "Not Used":</p> <p>"61.13 Public Records Act</p> <p>The Contractor acknowledges and agrees that all records, documents, drawings, plans, specifications and other materials in the Authority's possession, including materials submitted by the Contractor, are subject to the provisions of the Public Records Act. The Contractor shall be solely responsible for all determinations made by it under the Public Records Act, and for clearly and prominently marking each and every page or sheet of materials with "Trade Secret" or "Confidential" as it determines to be appropriate. The Contractor is advised to contact legal counsel concerning the Public Records Act and its application to the Contractor.</p> <p>If any of the materials submitted by the Contractor to the Authority are clearly and prominently labeled "Trade Secret" or "Confidential" by the Contractor, the Authority will endeavor to advise the Contractor of any request for the disclosure of such materials prior to making any such disclosure. Under no circumstances, however, will the Authority be responsible or liable to the Contractor or any other Person for the disclosure of any such labeled materials, whether the disclosure is required by Law, by court order or occurs through inadvertence, mistake or negligence on the part of the Authority, except for any disclosure of trade secrets or proprietary information in violation of the confidentiality agreement described the "Availability for Review" clause (Section 25.1) of the General Provisions.</p> <p>In the event of litigation concerning the disclosure of any material submitted by the Contractor to the Authority, the Authority's sole involvement will be as a stakeholder retaining the material until otherwise ordered by a court, and the Contractor shall be fully responsible for otherwise prosecuting or defending any action concerning the materials at its sole cost and risk.</p> <p>If the Contractor is a joint-venture, each joint venture member shall be jointly and severally liable hereunder."</p>	B.2, Pt B.1, Page 187



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Change No.	Description	Location
	<p>Inserted the following as Section 61.14, Publicity Releases therefore renumbering "Governing Law" as Section 61.15, "Severability" as Section 61.16, and "Entire Agreement" as Section 61.17:</p> <p>"61.14 Publicity Releases</p> <p>All publicity releases or releases of reports, papers, articles, maps, or other documents in any way concerning this Contract or the Work, which the Contractor or any of its Subcontractors desires to make for purposes of publication in whole or in part, shall be subject to written approval by the Authority prior to release."</p>	



RFP Document: Book 2, Part C, Section 1 – Scope of Work

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Change No.	Description	Location
1	<p>1 California High Speed Train Project (CHSTP) Standards and Manuals</p> <p>1. Revised first paragraph to read:</p> <p><i>"Technical documents are provided to Contractor for direction and assistance during the Project's final design and construction, including but not limited to the following:"</i></p> <p>2. Added two bullet points after the sixth bullet point:</p> <ul style="list-style-type: none"> • <i>"•Geotechnical Baseline Report for Bidding (GBR-B) – Mandatory document(s) which the Contractor shall use as the basis of its proposal. The GBR-B shall not be used for final design. The GBR-B is representative of the preliminary geotechnical investigations and interpretations performed to date by the Authority. The GBR-B is composed of two (2) separate documents:</i> <ul style="list-style-type: none"> a. <i>"Fresno to Bakersfield, Sierra Subdivision, Procurement Package 1, Geotechnical Baseline Report for Bid, November 2012"</i> b. <i>"Merced to Fresno, Sierra Subdivision, Geotechnical Baseline Report for Bid, Construction Package 1, Clinton Avenue, Fresno to Ave 17, Madera"</i> • <i>Geotechnical Baseline Report for Construction (GBR-C) – Mandatory document, subject to Authority approval, which the Contractor shall prepare. Upon approval, the GBR-C shall replace the GBR-B. The Contractor may prepare and submit its GBR-C report(s) in a phased fashion. Along with the associated final design plans and specifications, the GBR-C shall serve as the basis for design and construction of the Project elements. Refer to Section 4.9.3 of this Scope of Work and CHSTP Design Criteria for additional information.</i> 	AD. 5 - B2 - Pt C.1, Page 1



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Change No.	Description	Location
2	<p>3.1 CP1A, Hybrid Alternative Segment– South of Avenue 17 to North of Veterans Boulevard (alignment generally along the existing BNSF Railway)</p> <p>1. Revised the last sentence of the first paragraph to read:</p> <p><i>"This segment terminates north of Veterans Boulevard and is approximately 15 miles in length."</i></p> <p>2. Revised the last sentence of the last paragraph to read:</p> <p><i>"Construction includes demolition, site clearing, utility relocations, roadway construction, and compliance with the applicable requirements, mitigation measures identified in the Final Environmental Documents, cooperative agreements and master agreements between the Authority and applicable Third Parties."</i></p>	AD. 5 - B2 - Pt C.1, Page 4
3	<p>3.2 CP1A, Remaining Alignment Segment – North of Veterans Boulevard to North of Stanislaus Street</p> <p>Revised second paragraph to read:</p> <p><i>"Additional major construction elements include five (5) grade separations at Veterans, Shaw, McKinley, Olive and Belmont Avenues, realignment of Golden State Boulevard, demolition, site clearing, and utility relocations, and compliance with the applicable requirements, mitigation measures identified in the Final Environmental Documents, and master agreements between the Authority and applicable Third Parties."</i></p>	AD. 5 - B2 - Pt C.1, Page 5
4	<p>4.1 General</p> <p>Added bullet point after the ninth bullet point:</p> <p><i>"• Landscaping in accordance with Mitigation Monitoring and Reporting Program (MMRP) in the final environmental documents"</i></p>	AD.5 - B2 - Pt C.1, Page 8



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Change No.	Description	Location
5	4.1 General Revised last sentence of the sixth paragraph to read: <i>"However, while these elements are not included in the Scope, Contractor shall coordinate interfaces and ensure accommodation and integration of future CHSTP work elements via the Interface Coordination and Design Integration Workshops with the Authority, inclusive of such excluded facilities within the portion of work performed by Caltrans."</i>	AD.5 - B2 - Pt C.1, Page 9
6	4.2.1.1 CHSTP Design Criteria Revised the last sentence of the first paragraph to read: <i>"RVTM is described in more details in Verification, Validation and Self-Certification in Book 3 of this Procurement Package."</i>	AD.5 - B2 - Pt C.1, Page 10
7	4.2.1.3 Specifications Revised fourth paragraph to read: <i>"Construction Specifications shall be prepared in accordance with the formats of CHSTP Standard Specifications, which are based on Construction Specifications Institute (CSI) MasterFormat™ 2011 edition and SectionFormat™ 2009 edition, and the following requirements: where Contractor has confirmed applicability of CHSTP Standard and Special Specifications sections, with or without modification, Contractor shall incorporate each applicable Standard and Special Specifications section into its Draft Construction Specifications. Contractor shall incorporate sections with no or minor changes by reference with a description of changes. Contractor shall incorporate sections with extensive changes in their entirety in track change format, as needed. For Contractor-added specifications not included as part of the CHSTP Standard and/or Special Specifications, shall include "NEW" in bold capital letters in the top margin of the new Contractor-developed Construction Specifications section."</i>	AD.5 - B2 - Pt C.1, Page 11



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Change No.	Description	Location
8	4.3 Additional Data Revised third bullet point to read: <p><i>"• Collecting additional geotechnical information to complete the Project; support the finalization of ground motions work and fault rupture data; and prepare technical reports, including the GBR-C, construction drawings, and construction specifications. Contractor shall store, maintain, and make available its acquired geotechnical core samples until final acceptance and close out of contract."</i></p>	AD.5 - B2 - Pt C.1, Page 12
9	4.4 Design and Code Analysis Revised second paragraph to read: <p><i>"Contractor shall identify applicable design, industry, and regulatory construction codes by resource from the EIR/EIS and by affected Third-Party Entities in a Design and Code Analysis Report, which shall be submitted to the Authority. Upon review, the Authority will issue one of the three dispositions as described in V&V and Self-Certification Requirements in Book 3 of this Procurement Package."</i></p>	AD.5 - B2 - Pt C.1, Page 12
10	4.5 Safety and Security Certification Program Revised first paragraph to read: <p><i>"Contractor shall be responsible for safety and security certification activities during the Final Design and Construction phases of the Project. Contractor shall develop and submit a Safety and Security Certification Plan that describes in detail how they will identify, mitigate, verify/validate, and certify safety and security requirements. The Safety and Security Certification Plan requirements are described in detail in the CHSTP Safety and Security Management Plan in Book 3 of this Procurement Package. Upon review, the Authority will issue one of the three dispositions as described in V&V and Self-Certification Requirements in Book 3."</i></p>	AD.5 - B2 - Pt C.1, Page 12 & 13



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Change No.	Description	Location
11	<p>4.7 Verification and Validation and Self Certification</p> <p>1. Revised second sentence of the first paragraph to read:</p> <p><i>"With every technical contract submittal to the Authority, Contractor shall provide a V&V submittal self-certifying compliance with the Contract requirements and fitness for purpose."</i></p> <p>2. Revised the last sentence of the first paragraph to read:</p> <p><i>"Every technical contract submittal shall be fully checked and certified by an Independent Checking Engineer (ICE) and Independent Site Engineer (ISE) before they are submitted to the Authority."</i></p>	AD.5 - B2 - Pt C.1, Page 13
12	<p>4.8 Value Engineering</p> <p>Revised first paragraph to read:</p> <p><i>"Contractor shall initiate, conduct, complete, and implement Value Engineering (also referred to as Value Analysis) upon approval of its Design Baseline Report. Upon review, the Authority will issue one of the three dispositions as described in V&V and Self-Certification Requirements in Book 3. Value engineering shall comply with methodologies and procedures adopted by Caltrans, including but not limited to Project Development Procedures Manual (PDPM), Chapter 19 – Value Analysis, Value Analysis Report Guide, and Value Analysis Team Guide, and shall be performed in coordination with the Authority. Contractor shall refer to value engineering process requirements specified in the General Provisions of this Procurement Package."</i></p>	AD.5 - B2 - Pt C.1, Page 13
13	<p>4.9 Design Reports</p> <p>Added the following three paragraphs under Section 4.9 Design Reports:</p> <p><i>"Contractor shall provide Design Reports to the Authority as specified in this Scope of Work, the CHSTP Design Criteria and other mandatory documents included in the Procurement Package."</i></p> <p><i>Unless otherwise noted, for Design Reports, the Authority will issue one of the three dispositions as described in V&V and Self-Certification Requirements in Book 3 of this Procurement Package."</i></p> <p><i>Contractor shall include in the baseline schedule each Design Report and Authority review period, including breakdown by Construction Package Segment and/or structure."</i></p>	AD.5 - B2 - Pt C.1, Page 13



RFP Document: Book 2, Part C, Section 1 – Scope of Work

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Change No.	Description	Location
14	<p>4.9.1 Design Baseline Reports</p> <p>1. Deleted third bullet point:</p> <p><i>"• Geotechnical Conditions – See Geotechnical Reports requirements elsewhere in this Scope of Work."</i></p> <p>2. Revised the last sentence of the second paragraph to read:</p> <p><i>"Authority's review period for the design baseline report is twenty working days."</i></p>	AD.5 - B2 - Pt C.1, Page 14
15	<p>4.9.3 Geotechnical Reports</p> <p>1. Added a paragraph before the first paragraph:</p> <p><i>"The Contractor shall perform geotechnical investigations, perform analysis, and interpret all geotechnical data to finalize its design and prepare a Geotechnical Baseline Report-C (GBR-C), which shall replace the GBR-B. The GBR-C shall be submitted to and approved by the Authority prior to beginning of construction. Upon approval, the GBR-C and associated final design plans and specifications shall serve as the basis for design and construction of the Project elements. The Contractor may prepare and submit its GBR-C report(s) in a phased fashion in accordance with Contractor's design approach and construction means and methods. Authority's review period for the GBR-C is twenty working days."</i></p> <p>2. Added "also" between "shall" and "prepare" in the first sentence of the first paragraph.</p>	AD.5 - B2 - Pt C.1, Page 15
16	<p>4.9.6 Certifiable Elements and Hazards Log</p> <p>Revised first paragraph to read:</p> <p><i>"Contractor shall update, expand, and submit in-progress submittals of the Certifiable Elements and Hazards Log on a quarterly basis through the Design and Construction phases of the Project. Upon review, the Authority will issue one of the three dispositions as described in V&V and Self-Certification Requirements in Book 3. Hazards associated with each certifiable element that can reasonably be expected to occur within Contractor's scope of work shall be identified on the Certifiable Elements and Hazards Log as defined in the CHSTP Safety and Security Management Plan found in Book 3 of this Procurement Package."</i></p>	AD.5 - B2 - Pt C.1, Page 17



RFP Document: Book 2, Part C, Section 1 – Scope of Work

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Change No.	Description	Location
17	<p>4.9.7 Safety and Security Certification Package</p> <p>Revised first paragraph to read:</p> <p><i>"Contractor shall compile and submit a Safety and Security Certification Package when all Certifiable Items Lists for a particular element or infrastructure component are completed for applicable milestone payment. Upon review, the Authority will issue one of the three dispositions as described in V&V and Self-Certification Requirements in Book 3. The Safety and Security Certification Package shall consist of a signed Certificate of Conformance for the project element, all completed Certifiable Items Lists, a completed Certifiable Elements and Hazards Log (see Section 4.9.6), and all supporting documentation such as hazard analysis, drawings, and design element descriptions."</i></p>	AD.5 - B2 - Pt C.1, Page 17
18	<p>4.9.8 Final Design Report</p> <ol style="list-style-type: none"> 1. Added "and submit" between "prepare" and "a Final Design" in the first sentence of the first paragraph. 2. Added sentence at the end of the paragraph: <p><i>"Upon review, the Authority will issue one of the three dispositions as described in V&V and Self-Certification Requirements in Book 3."</i></p>	AD.5 - B2 - Pt C.1, Page 17
19	<p>4.10 Preparing Construction Drawings and Construction Specifications for CHSTP Facilities Third-Party Entities</p> <p>Added sentence at the end of the third paragraph:</p> <p><i>"If a Third-Party entity prepares design for its facilities, Contractor shall be responsible for coordinating and reviewing such design to ensure conformance with Contractor's design and construction efforts per the contract requirements."</i></p>	AD.5 - B2 - Pt C.1, Page 17



RFP Document: Book 2, Part C, Section 1 – Scope of Work☐ New Document☒ Revised Document☐ Change Log Only

Change No.	Description	Location
20	<p>4.11 CHSTP Design Submittals</p> <p>1. Revised second paragraph to read: <i>"Unless otherwise noted, for Design Submittals, the Authority will issue one of the three dispositions as described in V&V and Self-Certification Requirements in Book 3 of this Procurement Package."</i></p> <p>2. Revised fourth paragraph to read: <i>"Contractor shall include hard copies and an electronic file posted in accordance with the direction provided in the General Provisions and the CHSTP CADD Manual."</i></p> <p>3. Revised fifth sub-bullet under the sixth paragraph to read: <i>"– Hydrology and Hydraulics Reports"</i></p> <p>3. Revised eighth sub-bullet under the sixth paragraph to read: <i>"– Certifiable Elements and Hazards Log (quarterly, in-progress submittals)"</i></p> <p>4. Revised tenth sub-bullet under the sixth paragraph to read: <i>"– Safety and Security Certification Package"</i></p> <p>5. Revised eleventh sub-bullet under the sixth paragraph to read: <i>"– Other technical reports as delineated in the CHSTP Design Criteria and this Scope of Work."</i></p>	AD.5 - B2 - Pt C.1, Page 18
21	<p>4.12 Preparing Construction Drawings and Construction Specifications for CHSTP Facilities Third-Party Entities</p> <p>Revised the last paragraph to read: <i>"Contractor shall include in the schedule each Third-Party Entity Submittal and review period. Contractor shall apply V&V and self-certification as described in V&V and Self-Certification Requirements in Book 3 of this Procurement Package. Upon review, the Authority will issue one of the three dispositions as described in V&V and Self-Certification Requirements."</i></p>	AD.5 - B2 - Pt C.1, Page 19



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Change No.	Description	Location
22	<p>4.13 Ready for Construction (RFC) Submittals</p> <p>1. Changed "20 Working Days" to "twenty working days" in the second sentence of the first paragraph.</p> <p>2. Revised second paragraph to read:</p> <p><i>"Submittals shall include hard copies and an electronic file posted in accordance with the direction provided in the General Provisions and the CHSTP CADD Manual."</i></p> <p>3. Revised the fourth and fifth bullet points under the fourth paragraph to:</p> <p><i>"• Testing and Acceptance Plans"</i></p> <p><i>"• Safety and Security Certification Package"</i></p> <p>4. Deleted the last three bullet points under the fourth paragraph:</p> <p><i>"• Maintainability Manual and Testing"</i></p> <p><i>"• Maintainability Demonstration Plan and Procedures"</i></p> <p><i>"• Maintainability Demonstration Report"</i></p>	AD.5 - B2 - Pt C.1, Page 20
23	<p>4.14 Design Variances</p> <p>Added a sentence at the end of the second paragraph:</p> <p><i>"Authority's review period for the Design Variance Request is twenty working days."</i></p>	AD.5 - B2 - Pt C.1, Page 21
24	<p>4.15.1 Safety and Security</p> <p>Revised paragraph to read:</p> <p><i>"Contractor shall be responsible for all work-site safety and security activities. Contractor shall prepare and submit a Site-Specific Health and Safety Plan and Site-Specific Security Plan as described in the CHSTP Safety and Security Management Plan in Book 3 of this Procurement Package. Upon review, the Authority will issue one of the three dispositions as described in V&V and Self-Certification Requirements in Book 3 of this Procurement Package."</i></p>	AD.5 - B2 - Pt C.1, Page 22



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Change No.	Description	Location
25	<p>4.15.2 Hazardous Material Handling</p> <p>Revised paragraph to read:</p> <p><i>"Contractor shall remove all Hazardous Material in accordance with previously completed Phase I and II work. Prior to performing the hazardous material removal work, Contractor shall prepare and submit a Hazardous Materials Remediation Plan per the requirements of the regulatory agency having jurisdiction over the site, as well as other requirements delineated in this Procurement Package. Upon review, the Authority will issue one of the three dispositions as described in V&V and Self-Certification Requirements in Book 3 of this Procurement Package."</i></p>	AD.5 - B2 - Pt C.1, Page 22
26	<p>4.15.4 Construction Phase Submittals</p> <p>Revised last paragraph to read:</p> <p><i>"Construction-phase submittals shall be subject to self-certification and concurrence by Independent Checking Engineer/Independent Site Engineer. As part of the Contractor's self-certification, the Contractor's engineer as defined in Standard Specifications Section 02 01 00, Standard Specifications General Statements, shall confirm that the design intent is being met and that submittal is in compliance with the Contract requirements. When the Standard and Construction Specifications state that the submittal is for the Authority or Authority Representative's (Contracting Officer's) acceptance, the Authority will issue one of the three dispositions as described in V&V and Self-Certification Requirements in Book 3 of this Procurement Package. Refer to the definition for "Acceptance" in Standard Specifications Section 02 01 00, Standard Specifications General Statements."</i></p>	AD.5 - B2 - Pt C.1, Page 22



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Change No.	Description	Location
27	<p>4.15.5 As-Builts</p> <p>1. Added a sentence after the first sentence of the first paragraph:</p> <p>1. Added a sentence after the first sentence of the first paragraph:</p> <p><i>"Upon review, the Authority will issue one of the three dispositions as described in V&V and Self-Certification Requirements in Book 3 of this Procurement Package."</i></p> <p>2. Added paragraphs at the end of this section:</p> <p><i>"Contractor shall prepare and submit as-built specifications, signed and sealed. Upon review, the Authority will issue one of the three dispositions as described in V&V and Self-Certification Requirements in Book 3. As-built specifications shall fully reflect the final, completed, as-built condition, inclusive of works completed by others in support of the Project and verified by the Contractor. Contractor shall submit electronic files of As-Built Specifications (with tracked changes) and original marked up as-built specifications (hard copies).</i></p> <p><i>Contractor shall prepare and submit as-built construction-phase submittals. As-built construction-phase submittals shall fully reflect the final, completed, as-built condition. Changes from such submittals shall be documented in accordance with the processes required for construction-phase submittals, including Verification and Validation and Self-Certification."</i></p>	AD.5 - B2 - Pt C.1, Page 22
28	<p>4.15.6 Environmental Mitigations</p> <p>Added a sentence at the end of the first paragraph:</p> <p><i>"Upon review, the Authority will issue one of the three dispositions as described in V&V and Self-Certification Requirements in Book 3 of this Procurement Package."</i></p>	AD.5 - B2 - Pt C.1, Page 23



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Change No.	Description	Location
29	<p>5.1 Demolition, Clearing, and Grubbing of V&V and Self-Certification</p> <p>Revised the first and second paragraphs to read:</p> <p><i>"Existing buildings and structures within the limits of the right-of-way shall be removed, and the site shall be cleared and grubbed. Contractor shall prepare and submit a demolition plan to the Authority prior to its demolition activities, which shall be subject to V&V and self certification as described in V&V and Self-Certification Requirements in Book 3. The Authority will issue one of the three dispositions as described in V&V and Self-Certification Requirements. For recycling requirements, refer to Sustainability Requirements in the General Provisions.</i></p> <p><i>Removal, relocation, and/or purchase of existing billboards, inclusive of supporting structures (i.e. poles), will be completed by others through the ROW Appraisal/Acquisition process (not-in-scope for Contractor). Contractor shall remove any remaining billboard foundations."</i></p>	AD.5 - B2 - Pt C.1, Page 23
30	<p>5.3 Roadway Construction</p> <p>1. Changed "Design Criteria Manual" to "CHSTP Design Criteria" in the fourth sentence of the third paragraph.</p> <p>2. Added a sentence at the end of the fourth paragraph:</p> <p><i>"Contractor shall refer to Mitigation Monitoring and Reporting Program (MMRP) in the final environmental documents for additional landscaping requirements."</i></p>	AD.5 - B2 - Pt C.1, Page 24
31	<p>5.4 Trackway</p> <p>Added a sentence after the second sentence in the second paragraph:</p> <p><i>"Upon review, the Authority will issue one of the three dispositions as described in V&V and Self-Certification Requirements in Book 3 of this Procurement Package."</i></p>	AD.5 - B2 - Pt C.1, Page 25
32	<p>5.9 Bridge/Aerial Structures</p> <p>Added a sentence after at the end of the fifth paragraph:</p> <p><i>"Upon review of Contractor's seismic analysis and design, the Authority will issue one of the three dispositions as described in V&V and Self-Certification Requirements in Book 3 of this Procurement Package."</i></p>	AD.5 - B2 - Pt C.1, Page 26



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Change No.	Description	Location
33	<p>5.11 Utilities</p> <p>Added the following paragraph after the first paragraph:</p> <p><i>"For utilities that cross Caltrans work limits for SR 99, Contractor shall be responsible for overall coordination with the utility companies and Caltrans to ensure relocated utilities do not conflict with the Work and relocations meet the Contract requirements. Contractor shall be responsible for all utility relocations up to the mutually agreed tie-in location, whether the tie-in location is exactly at the work limit, extends slightly past the work limit, or falls within its work limit."</i></p>	AD.5 - B2 - Pt C.1, Page 28
34	<p>5.14 Low Voltage Systems, Underground and Undertrack Ductbank, and Manholes</p> <p>1. Changed "underground undertrack ductbanks" to "underground and undertrack ductbanks" in the first sentence of the first paragraph.</p>	AD.5 - B2 - Pt C.1, Page 28
35	<p>5.15 25 kW Traction Power Underground Ductbank and Manholes</p> <p>1. Changed "underground undertrack ductbanks" to "underground ductbanks" in the first sentence of the first paragraph.</p> <p>2. Revised last sentence of the first paragraph to read:</p> <p><i>"Final locations and designs for the underground conduit ductbanks shall be coordinated with Contractor through the Interface Coordination and Design Integration Workshops with the Authority."</i></p>	AD.5 - B2 - Pt C.1, Page 28



RFP Document: Book 2, Part C, Section 1 – Scope of Work

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Change No.	Description	Location
36	<p>5.17.1 General</p> <p>Revised the last paragraph to read:</p> <p><i>"Contractor shall prepare and submit the deliverables itemized below. Upon review, the Authority will issue one of the three dispositions as described in V&V and Self-Certification Requirements in Book 3 of this Procurement Package.</i></p> <ul style="list-style-type: none"> • Contractor RAM Program Plan (CRMP). • RAM Allocation Report • Historical Product Maintainability Report (HPMR) • Maintenance Manuals • Reliability-Centered Maintenance Report (RCMR) • Preventive Maintenance Analysis (PMA) • Corrective Maintenance Analysis (CMA) • Maintainability Demonstration (MD) Plan and Procedure (MDPP), and Maintainability Demonstration Test Report (MDTR) <p><i>Contractor shall refer to the RAM document in Book 3 of this Procurement Package for detailed requirements applicable to the RAM activities and deliverables."</i></p>	AD.5 - B2 - Pt C.1, Page 29
37	<p>5.17.4 Maintainability</p> <p>1. Revised the first bullet point under the second paragraph to read:</p> <p><i>"• Design Life and Maintainability – Components which have a shorter design/service life than the whole structure or system, for example, bridge bearings and expansion joints shall be replaceable or maintainable within the maintenance window of non-operating hours. The contractor shall conduct all necessary analysis and submit reports per the RAM document in Book 3 of this Procurement Package, identifying all such elements which are part of the Work."</i></p> <p>2. Changed "CHSTP RAMPP" to "RAM document in Book 3 of this Procurement Package" in the last sentence of the last paragraph.</p>	AD.5 - B2 - Pt C.1, Page 30 and 31
38	<p>5.18 Durability</p> <p>1. Added a sentence after the second sentence in the first paragraph</p> <p><i>"Upon review, the Authority will issue one of the three dispositions as described in V&V and Self-Certification Requirements in Book 3 of this Procurement Package."</i></p>	AD.5 - B2 - Pt C.1, Page 31



RFP Document: Book 2, Part C, Subpart 2 – Scope of Work – Attachment 1 – Limits and Extents of Work Table

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Change No.	Description	Location
1	Added "(See Note 2)" to the End Limit of CP1B	AD.4 - B2 - Pt C.2, Attachment 1
2	Added "(See Note 2)" to the Start of limit of CP1C	AD.4 - B2 - Pt C.2, Attachment 1
3	Added the following note: <i>"2. The UPRR shoo-fly required to accommodate the construction of the Tulare Street and Ventura Street crossings under the proposed HSR alignment shall be included within the CP1B limits of work."</i>	AD.4 - B2 - Pt C.2, Attachment 1

RFP Document: Book 2, Part C, Subpart 4 – Scope of Work – Attachment 3 – Scoping Typical Sections

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Change No.	Description	Location
1	Scoping Typical Section SOW-CP01-001 Added "Section A" and for 25kV ductbank and manholes.	B2 - Pt C.4, Attachment 3
2	Scoping Typical Section SOW-CP01-001 Revised Work Elements (In Contract) Item 5 from: <i>"UNDER TRACK CONDUITS IN DUCTBANK AND MANHOLES" to:</i> <i>"LOW VOLTAGE UNDER TRACK AND UNDER GROUND CONDUITS IN DUCTBANK AND MANHOLES"</i>	B2 - Pt C.4, Attachment 3
3	Scoping Typical Section SOW-CP01-001 Added Work Elements (In Contract) Item 9: <i>"25KV UNDER GROUND CONDUITS IN DUCTBANK AND MANHOLES"</i>	B2 - Pt C.4, Attachment 3



RFP Document: Book 2, Part C, Subpart 4 – Scope of Work – Attachment 3 – Scoping Typical Sections

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Change No.	Description	Location
4	Scoping Typical Section SOW-CP01-001 Added Work Elements (Not In Contract) Item 13: <i>"MAIN GANTRY"</i>	B2 - Pt C.4, Attachment 3
5	Scoping Typical Section SOW-CP01-001 Added Note 5: <i>"5. NON-BALLASTED TRACKFORM SHOWN FOR ILLUSTRATION PURPOSES ONLY. SEE SCOPE OF WORK."</i>	B2 - Pt C.4, Attachment 3
6	Scoping Typical Section SOW-CP01-001 Added Note 6: <i>"6. SEE SCOPE OF WORK – SCOPE ELEMENTS MATRIX FOR PRELIMINARY LOCATIONS AND DETAILS FOR 25KV UNDER GROUND CONDUITS IN DUCTBANK AND MANHOLES."</i>	B2 - Pt C.4, Attachment 3

RFP Document: Book 2, Part C, Subpart 5 – Scope of Work – Attachment 4 – Scope Elements Matrix

☐ New Document

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Change No.	Description	Location
1	Added a new Work Elements Item: <i>"Landscaping"</i> after Item No. 32, therefore, the subsequent item numbers changed.	AD.4 - B2 - Pt C.5, Attachment 4, Page 1
2	Changed Work Element Item No. 51: <i>UNDER TRACK CONDUITS IN DUCTBANKS AND MANHOLES (AT-GRADE, CUT/FILL, RETAINED STRUCTURES)</i>	AD.4 - B2 - Pt C.5, Attachment 4, Page 2



RFP Document: Book 2, Part C, Subpart 5 – Scope of Work – Attachment 4 – Scope Elements Matrix☐ New Document☒ Revised Document☐ Change Log Only

Change No.	Description	Location
3	Changed Work Element Item No. 52: <i>UNDER GROUND CONDUITS IN DUCTBANKS AND MANHOLES (AT-GRADE, TRENCH, CUT/FILL, RETAINED STRUCTURES)</i>	AD.4 - B2 - Pt C.5, Attachment 4, Page 2
4	Changed Work Element Item No. 53: <i>UNDER GROUND CONDUITS IN DUCTBANKS AND MANHOLES (AT-GRADE, TRENCH, CUT/FILL, RETAINED STRUCTURES)</i>	AD.4 - B2 - Pt C.5, Attachment 4, Page 2

RFP Document: Book 2, Part C, Subpart 6 – Scope of Work – Attachment 5 – Mandatory Standard Specifications Listing☐ New Document☒ Revised Document☐ Change Log Only

Change No.	Description	Location
1	In the box labeled "Construction Package 1 - Standard Specifications - Listing of Sections, Articles, and Paragraphs that are Contract Requirements" , changed Note 2 to the following: <i>"2. Wherever portion of the Standard Specifications included as a Contract requirement (mandatory) refers to a portion of the Standard Specifications included as reference, the referenced portion is mandatory, as directly applicable to the portion of the Standard Specifications included as a Contract requirement. Otherwise, the reference specifications section, by itself, remains as reference."</i>	AD.5 - B2 - Pt C.6, Attachment 5, Page 1



RFP Document: Book 2, Part C, Subpart 6 – Scope of Work – Attachment 5 – Mandatory Standard Specifications Listing

☐ New Document

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Change No.	Description	Location
2	<p>Per the response to CP01-RFI-0514, Inserted mandatory items at <i>Section 32 90 00, Planting:</i></p> <p><i>"1.3. Reference Standards</i> <i>1.4 System Description</i> <i>1.5 Submittals</i> <i>1.6 Quality Assurance</i> <i>1.9 Site Conditions and Scheduling</i> <i>1.10 Warranty</i> <i>2.1 Plant Stock</i> <i>2.5 Herbicides</i> <i>2.15 Source Quality Control</i> <i>2.16 Soil Analysis Report</i> <i>3.5 A. Herbicide and Pesticide Application</i> <i>3.9 A. and B. Drainage Test and Auger Holes</i> <i>3.11 Inspection Prior to Commencement of Plant Establishment Period</i> <i>3.13 Plant Establishment</i> <i>3.14 Plant Establishment Final Inspection and Acceptance"</i></p>	AD.5 - B2 - Pt C.6, Attachment 5, Page 6



RFP Document: Book 2, Part C, Subpart 7 – Scope of Work – Attachment 6 – Mandatory Special Specifications Listing

☐ New Document

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Change No.	Description	Location
1	<p>In the box labeled "Construction Package 1 - Standard Specifications - Listing of Sections, Articles, and Paragraphs that are Contract Requirements", changed Note 2 to the following:</p> <p><i>"2. Wherever portion of a mandatory Special Specifications Section, Part, Article, or Paragraph refers to a portion of the Special Specifications listed as reference, the referenced portion shall be considered mandatory, as directly applicable to the portion of the Standard Specifications included as a Contract requirement. Otherwise, the reference specifications section, by itself, remains as reference."</i></p>	AD.3 - B2 - Pt C.7, Attachment 6, Page 1

RFP Document: Book 3, Part A, Subpart 3 – Revised Small Business and Disadvantaged Enterprise Program

☐ New Document

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Change No.	Description	Location
1	<p>This document replaces the previously provided "Small Business and Disadvantaged Enterprise Program" which was dated November 3, 2011. This "Revised Small Business and Disadvantaged Enterprise Program" is dated August 2012.</p>	AD.5 – B.3 - Pt A.3

RFP Document: Book 3, Part A, Subpart 4 – Interim Policy to Reference Caltrans' Right of Way Manual

☐ New Document

☐ Revised Document

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Change No.	Description	Location
1	<p>The Interim Policy to Reference Caltrans' Right of Way Manual has been removed from this RFP.</p>	B.3, Pt A.4



RFP Document: Book 3, Part B, Subpart 2 – Reliability, Availability, Maintainability (RAM)☐ New Document☒ Revised Document☐ Change Log Only

Change No.	Description	Location
1	Per the response to CP01-RFI-0381, RFI-0531, RFI-0534, RFI-0544, RFI-0548 and for clarification in RAM requirements relevant to CP01, revised and replaced the Reliability, Availability, and Maintainability (RAM) Program Plan with the new Reliability, Availability, and Maintainability (RAM) document.	AD.3 - B3 - Pt B.2

RFP Document: Book 3, Part B, Subpart 8 – Cost and Schedule Program Plan☒ New Document☐ Revised Document☐ Change Log Only

Change No.	Description	Location
1	This entry notes the addition of the "Cost and Schedule Program Plan" to Book 3, Part B, Subpart 8 of the CP-01 Request for Proposal for Design-Build Services documents.	AD.5 – B.3 - Pt B.8

RFP Document: Book 3, Part B, Subpart 9 – Milestone Data Pack☒ New Document☐ Revised Document☐ Change Log Only

Change No.	Description	Location
1	This entry notes the addition of the "Milestone Data Pack" to Book 3, Part B, Subpart 9 of the CP-01 Request for Proposal for Design-Build Services documents.	AD.5 – B.3 - Pt B.9



RFP Document: Book 3, Part C, Subpart 1 – Design Criteria☐ New Document☐ Revised Document☒ Change Log Only

Change No.	Description	Location
1	<p>9.5.5.4 Underground Utilities within CHST Aerial Structure Section</p> <p>Changed the section (Page 9-13, Lines 14 to 17) from:</p> <p><i>"Underground utilities within 5 feet of a CHST pier or abutment foundation shall be relocated in accordance with utility owner's clearance requirements. Designer shall submit a utility protection and monitoring plan for utilities within 5 feet of excavation limits to the utility owner for review and approval."</i></p> <p>to:</p> <p><i>"Underground utilities within 5 feet of a HST pier or abutment foundation shall be relocated in accordance with the requirements of this chapter and the utility owner's clearance requirements. Existing utilities that do not need to be relocated shall be encased in accordance with the requirements of this chapter with the following exceptions:</i></p> <ul style="list-style-type: none"> <i>• Where utilities are within a jurisdictional authority's roadway or railroad's right-of-way.</i> <i>• Casings do not need to be designed per Cooper E-80 loading requirements but are subject to site specific loading requirements.</i> <p><i>Access manholes to utilities shall be relocated outside Authority's right-of-way unless such manholes are located within roadways or access roads of other jurisdictional authorities.</i></p> <p><i>Designer shall submit a utility protection and monitoring plan for utilities within the zone of influence of excavation limits to the utility owner for review and approval."</i></p>	B3 - Pt C.1, Page 9-13
2	<p>10.2 Regulations, Codes, Standards, and Guidelines</p> <p>Added a new bullet point (Page 10-1, after Line 18):</p> <p><i>"• American Society of Civil Engineers (ASCE), Geotechnical Baseline Reports for Construction – Suggested Guidelines, prepared by Essex, 2007"</i></p>	B3 - Pt C.1, Page 10-1



RFP Document: Book 3, Part C, Subpart 1 – Design Criteria☐ New Document☐ Revised Document☒ Change Log Only

Change No.	Description	Location
3	<p>10.3 General Requirements</p> <p>Changed the first bullet point (Page 10-2, Lines 18 to 20) from:</p> <p><i>"• Review of existing contractual geotechnical information, including but not limited to reports such as the preliminary design Geotechnical Baseline Report (GBR), the preliminary design Geotechnical Data Report (GDR), and the preliminary design Geotechnical Report."</i></p> <p>to:</p> <p><i>"• Review of existing geotechnical information, including but not limited to the Geotechnical Baseline Report for Bidding (GBR-B), the preliminary Geotechnical Data Report (GDR), and the preliminary Geotechnical Engineering Design Report (GEDR)."</i></p>	B3 - Pt C.1, Page 10-2
4	<p>10.3 General Requirements</p> <p>Added a new bullet point after the second bullet point (Page 10-2, after Line 23):</p> <p><i>"• Perform additional field testing to measure in situ field shear wave velocity for each geological site and at river crossings, creeks, and locations where compressible soils and high groundwater are expected. Submit the results to the California High-Speed Rail Authority (Authority) for updating final ground motion analyses."</i></p>	B3 - Pt C.1, Page 10-2
5	<p>10.3 General Requirements</p> <p>Changed the current third bullet point (Page 10-2, Lines 24 to 25) to:</p> <p><i>"• Prepare final Geotechnical Data Report (GDR) and Geotechnical Engineering Design Report (GEDR) as stated herein."</i></p> <p>to:</p> <p><i>"• Prepare final Geotechnical Data Report (GDR) and Geotechnical Engineering Design Report (GEDR), and Geotechnical Baseline Report for Construction (GBR-C) as stated herein."</i></p>	B3 - Pt C.1, Page 10-2



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Change No.	Description	Location
6	<p>New Section 10.5.3 Geotechnical Baseline Report for Construction (GBR-C)</p> <p>Added a new section (Page 10-8, after Line 11):</p> <p>"10.5.3 Geotechnical Baseline Report for Construction (GBR-C)</p> <p><i>A Geotechnical Baseline Report for Construction (GBR-C) shall be developed, upon completion of subsurface investigations, to verify design assumptions and finalize the design. As part of the final design and construction planning process, the Geotechnical Designer shall interpret the various baselines expressed in the GBR-B, consider those baselines in the development of the design and construction approaches, and fill in any missing information in the GBR-B accordingly. An electronic form of the GBR-B shall be used to record modifications or clarifications in the track-change mode of a computerized word processing software program. In its completed form, the GBR-C will serve as the physical baselines established by the Authority and the Contractor as well as the behavioral baselines described by the Contractor consistent with its design approach, equipment, means and methods.</i></p> <p><i>The GBR-C shall include, but is not limited to, the elements listed in the "Geotechnical Baseline Reports for Construction – Suggested Guidelines" prepared by ASCE (Essex, 2007). The GBR-C shall be limited to interpretive discussion and baseline statements, and shall make reference to information obtained in the Geotechnical Data Report (GDR), Geotechnical Baseline Report for Bidding (GBR-B), drawings, and specifications."</i></p>	B3 - Pt C.1, Page 10-8



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Change No.	Description	Location
7	<p>Figure 10-4 Transition from Concrete Slab to Embankment</p> <ul style="list-style-type: none"> Changed Note 3 from: <i>"The minimum subballast (supporting ballasted track) thickness shall be 8"."</i> to: <i>"The minimum subballast thickness shall be 9"."</i> Deleted Note 4: <i>"The minimum bearing base layer (supporting non-ballasted track) thickness shall be 1'-8"."</i> Changed callout from: <i>"Subballast/bearing base layer (Type 1 Gravel) 100% MPD"</i> to: <i>"Subballast (Type 1 Gravel) 100% MPD"</i> 	B3 - Pt C.1, Page 10-29
8	<p>Figure 10-5 Transition from Cut to Embankment</p> <ol style="list-style-type: none"> Changed Note 3 from: <i>"The minimum subballast (supporting ballasted track) thickness shall be 8"."</i> to: <i>"The minimum subballast thickness shall be 9"."</i> Deleted Note 4: <i>"The minimum bearing base layer (supporting non-ballasted track) thickness shall be 1'-8"."</i> Changed callout from: <i>"Subballast/bearing base layer (Type 1 Gravel) 100% MPD (See Figure 10-6)"</i> to: <i>"Subballast (Type 1 Gravel) 100% MPD (See Figure 10-6)"</i> 	A5 - B3 - Pt C.1, Page 10-30



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Change No.	Description	Location
9	<p>Figure 10-6 Transition from Aerial Structure to Embankments</p> <ol style="list-style-type: none"> Changed Note 3 from: <i>"The minimum subballast thickness shall be 8"."</i> to: <i>"The minimum subballast thickness shall be 9"."</i> Changed Note 4 from: <i>"The minimum bearing base layer thickness shall be 1'-8"."</i> to: <i>"The minimum thickness shall be equal to the combined thickness of the subballast and the prepared subgrade and no less than 1'-11"."</i> Changed callout from: <i>"Subballast/bearing base layer (Type 1 Gravel) 100% MPD"</i> to: <i>"Subballast (Type 1 Gravel) 100% MPD"</i> Changed callout from: <i>"Cement treated gravel, (Type 1 Gravel) 5% cement, 100% MPD"</i> to <i>"Cement treated gravel, (Type 1 Gravel) 5% cement, 100% MPD (See Note 4)"</i> Deleted the following callout: <i>"Subballast/base layer and prepared subgrade layers composed of gravel (0/31.5) with cement (100% MPD)"</i> 	B3 - Pt C.1, Page 10-31
10	<p>Appendix A – Section 2.2 Geotechnical Investigation Goals</p> <p>Added a new item to the listing (Page 10.A-3, after Line 11):</p> <p><i>"12. Substantiate the various baselines expressed in the Geotechnical Baseline Report for Bidding (GBR-B), consider those baselines in the development of the design and construction approaches, and fill in any missing information in the GBR-B accordingly to develop a Geotechnical Baseline Report for Construction (GBR-C)."</i></p>	AD.3 - B3 - Pt C.1 - Ch 10 Excerpt, Page 10.A-3



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Change No.	Description	Location
11	<p>Appendix A – Section 2.3 Sequence of Geotechnical Investigations</p> <p>Changed item 7 on the listing (Page 10.A-4, Lines 1 to 2) from:</p> <p><i>"7. Compile and summarize data for use in performing engineering analyses, and prepare geotechnical data reports."</i></p> <p>to:</p> <p><i>"7. Compile and summarize data for use in performing engineering analyses, and prepare geotechnical data reports, geotechnical engineering reports, and geotechnical baseline report for construction."</i></p>	AD.3 - B3 - Pt C.1 - Ch 10 Excerpt Page 10.A-4
12	<p>12.8.5.3 Crack Control</p> <p>Per the response to CP01-RFI-0533, changed the section (Page 12-74, Lines 15 to 21) from:</p> <p><i>"The design of prestressed concrete aerial structures shall consider the effect of temporary loads imposed by sequence of construction stages, forming, falsework, and construction equipment, as well as the stresses created by lifting or placing pre-cast members, stress concentration (non-uniform bearing at the ends of pre-cast beams), end block design and detailing, methods of erection, shrinkage, and curing. Ensure that the structural design of pre-stressed or reinforced concrete members is adequate and clear and that specifications are prepared which are compatible with the design so that objectionable cracking does not occur in erection or service."</i></p> <p>to:</p> <p><i>"The design of prestressed concrete or reinforced concrete aerial structures shall consider the effect of temporary loads imposed by sequence of construction stages, forming, falsework, and construction equipment, as well as the stresses created by lifting or placing pre-cast members, stress concentration (non-uniform bearing at the ends of pre-cast beams), end block design and detailing, methods of erection, shrinkage, and curing. Ensure that the structural design and detailing of pre-stressed or reinforced concrete members is adequate and meets durability requirements and that specifications are prepared which are compatible with the design so that crack widths are no greater than allowed by AASHTO LRFD with Caltrans Amendments, Class 2 exposure condition in construction stages or service. If the concrete member is continuously submerged in water or is a zone of intermittent wetting and drying, then the exposure factor used in AASHTO LRFD with Caltrans Amendments, Article 5.7.3.4 shall be 0.25 or less."</i></p>	B3 - Pt C.1, Page 12-74



RFP Document: Book 3, Part C, Subpart 1 – Design Criteria☐ New Document☐ Revised Document☒ Change Log Only

Change No.	Description	Location
13	<p>20.9.3 Foundations</p> <p>Change the third bullet point (Page 20-25, Lines 7 to 8) in the first set of bullet points from:</p> <p><i>"• Consider, amongst other issues, the local flood, soil, and seismic conditions at each TPF and WPC site."</i></p> <p>to:</p> <p><i>"• Consider, amongst other issues, the local flood, soil, and seismic conditions at each TPF and WPC site. Refer to the Drainage chapter for establishing the floor height above the 100-year and 500-year flood elevations. Refer to the Seismic and Structures chapters for specific requirements."</i></p>	B3 - Pt C.1, Page 20-25

RFP Document: Book 3, Part D, Subpart 1 – Master and Cooperative Agreements, Task Orders and Other Utility Documents☒ New Document☒ Revised Document☐ Change Log Only

Change No.	Description	Location
1	<p>This part contains updated and new information related to the Master and Cooperative Agreements, Task Orders and Draft Task Orders from the following third party entities:</p> <ol style="list-style-type: none"> 1. AT&T 2. Chevron Environmental 3. Comcast 4. County of Fresno 5. County of Madera 6. Fresno Metropolitan Flood Control District 7. Fresno Irrigation District 8. Kinder Morgan 9. Level 3 10. Madera Irrigation District 11. Pacific Gas and Electric (PG&E) 12. Time Warner 13. Unknown Entity 	B.3, Pt D.1



RFP Document: Book 3, Part D, Subpart 6 – CP01 Transportation Mitigation☒ New Document☐ Revised Document☐ Change Log Only

Change No.	Description	Location
1	Table of Transportation Mitigation Measures for Construction Package 1	B.3, Pt D.6

RFP Document: Book 3, Part E, Subpart 1 – Directive Drawings☐ New Document☐ Revised Document☒ Change Log Only

Change No.	Description	Location
1	<p>Per the response to RFI-0538,</p> <p>Directive Drawing DD-CV-009</p> <p>1. Changed and renumbered Note 3 to Note 5:</p> <p><i>"5. GRATE INSTALLATIONS SHALL BE COORDINATED WITH THE HYDRAULIC ENGINEER TO ENSURE PRESERVATION OF THE CULVERT FLOW CAPACITY."</i></p> <p>2. Added new Notes 3 and 4:</p> <p><i>"3. THE MAXIMUM DISTANCE FROM THE BOTTOM OF THE GRATE TO THE BOTTOM AND SIDE SLOPES OF THE WATER WAY CROSSING SHALL BE 6 INCHES.</i></p> <p><i>4. THE MINIMUM HEIGHT OF THE GRATES SHALL BE SUCH THAT IT RESTRICTS ACCESS DURING ALL CONDITIONS (DRY, HIGH WATER, ETC)."</i></p>	B3 - Pt E.1, Page 22 of 74

RFP Document: Book 3, Part E, Subpart 1 – Directive Drawings☐ New Document☒ Revised Document☐ Change Log Only

Change No.	Description	Location
1	<p>Directive Drawing DD-SY-010</p> <p>Revised drawing: DD-SY-010 - TYPICAL CIVIL ACCOMMODATIONS FOR SYSTEMS, AT SYSTEM SITES, STATIONS, TUNNEL PORTAL FACILITIES AND O&M FACILITIES</p>	B3 - Pt E.1, Page 61 of 74



RFP Document: Book 3, Part E, Subpart 4 – Right of Way Acquisition Plan☐ New Document☒ Revised Document☐ Change Log Only

Change No.	Description	Location
1	Updated and formatted to provide the Right-of-Way Acquisition Plan in one document.	B.3, Pt E.4

RFP Document: Book 3, Part E, Subpart 5 – Geotechnical Baseline Report☒ New Document☐ Revised Document☐ Change Log Only

Change No.	Description	Location
1	Added a new "Geotechnical Baseline Report-MF-Final" for bid document for the following CP01 limits: <ul style="list-style-type: none"> Avenue 17 to West Clinton Avenue 	B3 - Pt E.5
2	Added a new "Geotechnical Baseline Report-FB-Final" for bid document for the following CP01 limits: <ul style="list-style-type: none"> West Clinton Avenue to East American Avenue 	B3 - Pt E.5

RFP Document: Book 4, Part A, Subpart 3 – CP01B Design Plans☐ New Document☒ Revised Document☐ Change Log Only

Change No.	Description	Location
1	Removed the following sheets from the CP01B Design Plans <ul style="list-style-type: none"> CV-T1021 CV-T1022 ST-K1032 ST-K1033 ST-K1037 ST-K1038 	B4 - Pt A.3



RFP Document: Book 4, Part C, Subpart 1 – Standard Specifications

☐ New Document

☐ Revised Document

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Change No.	Description	Location
1	<p>Per the response to CP01-RFI-0503,</p> <p>Section 32 11 23, Article 2.2 Aggregate Base Material</p> <p>Deleted the following text in Paragraph A.:</p> <p><i>", composed of broken stone or crushed gravel. Aggregate base composed of natural rough surfaced gravel, sand. Reclaimed asphalt concrete, portland cement concrete, lean concrete base, or cement treated base will not be acceptable"</i></p>	B4 - Pt C.1, Page 332 of 406
2	<p>Per the response to CP01-RFI-0514,</p> <p>Section 32 90 00, Article 1.10 Warranty</p> <p>Revised Paragraph A. from:</p> <p><i>"A. Refer to the General Provisions and the Article entitled "Plant Establishment Period and Warranty Service Period" herein for requirements."</i></p> <p>to:</p> <p><i>"A. The following requirements supplement the General Provisions and Special Provisions Warranty requirements.</i></p> <ol style="list-style-type: none"> <i>1. Warrant that trees, shrubs, groundcovers, and other plant materials will take root and grow vigorously within one year after final acceptance of plantings and throughout the Plant Establishment Period.</i> <i>2. Corrective work for the purposes of the Warranty shall include removal and replacement of warranted plant materials which, for any reason, fail to meet the requirements of the Warranty. Replacements shall meet the same requirements as specified for the original materials, with the exception that size of replacement plant materials shall be in accordance with Caltrans Standard Specifications Section 20-9.03H, Replacement Plants. Replacements shall be warranted as required under the General Provisions and Special Provisions, for minimum of one year that shall start from the time the replacements are planted and accepted or until the end of the Warranty for the original planting, whichever is later.</i> <i>3. The Warranty shall include replacement of trees and other plant materials that die back and lose the form and size as originally specified, even though they may have taken root and are growing</i> 	B4 - Pt C.1, Page 346 of 406



RFP Document: Book 4, Part C, Subpart 1 – Standard Specifications☐ New Document☐ Revised Document☒ Change Log Only

Change No.	Description	Location
	<p><i>after the die-back.</i></p> <p>4. <i>The Warranty shall include replacement of trees and other plant materials which are damaged by herbicide, diseased, dead, or which are in an unhealthy condition exhibiting weakness and the probability of dying.</i>"</p>	
3	<p>Per the response to CP01-RFI-0514,</p> <p>Section 32 90 00, Article 3.12 Plant Establishment Period and Warranty Service Period</p> <p>Deleted entire Article 3.12 (Paragraphs A. and B.) and replaced with the following:</p> <p>"3.12 NOT USED"</p>	B4 - Pt C.1, Page 356 of 406
4	<p>Per the response to CP01-RFI-0514,</p> <p>Section 32 90 00, Article 3.13 Plant Establishment</p> <p>Paragraph A. and following Paragraphs: Added the following new Paragraph A. and re-lettered subsequent Paragraphs A. through H. to be B. through I:</p> <p><i>"A. Plant Establishment Period shall extend through the end of the Warranty or for one year following the start of the Plant Establishment Period, whichever is later."</i></p>	B4 - Pt C.1, Page 356 of 406
5	<p>Per the response to CP01-RFI-0514,</p> <p>Section 32 90 00, Article 3.13 Plant Establishment</p> <p>Paragraph I. (formerly Paragraph H.), changed entire paragraph from:</p> <p><i>"H. Until the end of the Plant Establishment Period, replace plants as specified under Article entitled "Plant Establishment Period and Warranty Service Period"."</i></p> <p>to:</p> <p><i>"I. Until the end of the Plant Establishment Period, replace plants as specified under Article entitled "Warranty"."</i></p>	B4 - Pt C.1, Page 357 of 406



RFP Document: Book 4, Part C, Subpart 1 – Standard Specifications

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Change No.	Description	Location
6	<p>Per the response to CP01-RFI-0514,</p> <p>Section 32 90 00, Article 3.14 Plant Establishment Final Inspection and Acceptance</p> <p>Paragraph G., changed last sentence from:</p> <p><i>"Replace plants within two weeks after final inspection and extend the Warranty (and Plant Establishment Period) as specified under Article entitled "Plant Establishment Period and Warranty Service Period"."</i></p> <p>to:</p> <p><i>"Replace plants within two weeks after final inspection and extend the Warranty (and Plant Establishment Period) as specified under Article entitled "Warranty"."</i></p>	B4 - Pt C.1, Page 358 of 406

RFP Document: Book 4, Part D, Subpart 4 – Topographic Mapping

☒ New Document

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Change No.	Description	Location
1	In response to RFI-0499, additional electronic topographic mapping files provided for the Hybrid portion of CP01	B4 - Pt D.4

RFP Document: Book 4, Part E, Subpart 2 – Right-of-Way Acquisition Plan Exhibits

☒ New Document

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Change No.	Description	Location
1	Interim exhibits to the Right-of-Way Acquisition Plan.	B.4, Pt E.2

